



DIGITAL BANKING AGREEMENT

**Introduction.** This Digital Banking Services Agreement, Terms, and Conditions (Agreement) is between Consumers (a natural person that uses the digital banking services (Digital Banking or Digital Services) for personal, family or household purposes) and/or Business (for business purposes) and WaterStone Bank SSB. This Agreement governs your use of WaterStone Bank's Digital Services or Digital Banking, as well as any transactions that you may initiate with and/or request from WaterStone Bank through Digital Services (Digital Transactions). Digital Services permits you to perform a number of banking functions involving your Accounts that are linked to Digital Services through the use of a desktop computer, laptop computer, tablet, mobile phone, or other Internet-enabled access device (Digital Device(s)). You agree to be bound to the terms and conditions pertaining to Digital Banking or Digital Services and the specific terms and conditions applicable to any other associated services that you elect to use as set out below and services added in the future.

Certain important terms applicable to all services of Digital Banking, unless otherwise defined in this Agreement, are set out in the Definitions section in DEFINITIONS at the end of this Agreement.

***This Agreement does not cover transfers you may make through the branch, a telephonic individual voice response system (IVR) or through an automated teller machine (ATM). WaterStone Bank is providing you with this Agreement in accordance with, and it is subject to, Applicable Law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in Digital Banking or Digital Services and when conducting Online Transactions through Digital Banking or Digital Services.***

By proceeding to use Digital Banking or Digital Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of Digital Services, including any Digital Transactions you initiate through Digital Services. We recommend that you print or store a copy of this Agreement and keep it with your records.

**User Conduct.** You agree not to use Digital Services or the content or information delivered through Digital Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with Digital Banking; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Services to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Digital Banking; (i) interfere with or disrupt the use of Digital Services by any other user; or (j) use Digital Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

**Digital Service Features.** This portion of the Agreement describes the general features, terms, and conditions of Digital Banking applicable for Consumer and Business Users, except as may otherwise be expressly indicated.

**Eligibility.** You are eligible to use Digital Banking if you maintain an open Account (checking, savings, money market, certificate of deposit, and/or some eligible loan types) and have executed this Agreement, and if we have otherwise approved your use of Digital Services, as described further below.

**Access.** To use Digital Services, you must have a Digital Device. You must also have access to the Internet and an email address. To register for Digital Services, you must complete enrollment and/or other set-up process and associated form(s) and be approved by us at our sole and exclusive discretion. Your enrollment in Digital Banking will, subject to other terms of this Agreement, enable you to use all features of Digital Services approved for your use by us, and access those Accounts that you have designated through, and that are eligible for access with, Digital Banking.

Subject to Applicable Law, and at our sole discretion, we reserve the right to modify, suspend, or terminate access to Digital Services at any time without notice or refund of previously incurred fees.

**Hours of Access.** Digital Banking is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features of Digital Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. We will post a notice of any extended periods of non-availability on the Digital Banking site.

**Basic Features of Digital Services.** By enrolling in Digital Banking, you will have access to Online Services basic features, which may allow you to:

- View current balance and transaction information on your Account(s);
- View Account history;
- Perform Internal Transfers between certain Account(s) you have with us on either a one-time or recurring basis;
- Perform certain External Transfers between your Account(s) with us and linked accounts at other financial institutions on either a one-time or recurring basis;
- Stop payment of checks you have written;
- Download and/or export Account history information for use with other systems such as Quicken® and QuickBooks®;
- View check images;
- Perform self-service Account maintenance such as re-ordering checks, downloading images and your periodic Account statements, and changing address and phone information,
- Set-up Account alerts;
- Receive electronic Account statements;
- Send secure messages to us regarding Digital Services and/or your Accounts;
- Pay bills using the Bill Pay Service or Direct Pay Service;
- Receive certain bills through the Bill Pay eBills function;
- Pay people using PEOPLE PAY;
- Use your Mobile Device to access Digital Services and perform Digital Transactions;
- Use your Mobile Device to perform certain Mobile Remote Deposit Capture Services;

If you are a Business, initiate ACH Transactions, Wire Transfers, and/or use Positive Pay.

Some of the above features may not be available for certain Accounts or customers. Additional information regarding some but not necessarily all of the above features is provided below.

Additional Digital Services may be added by us from time to time in our sole discretion. By using these additional Digital Services when they become available, you agree to be bound by the terms and conditions associated with such Digital Services, as such terms and conditions are provided to you by us.

The use of certain features or modules related to Digital Services may incur fees or other charges according to our Fee Schedule, which is provided to you at the time of account opening and at the time a new electronic funds transfer service is requested. You can obtain an updated Fee Schedule at any branch location or contact our Customer Service at (888) 686-7272.

**Limits on Amounts and Frequency of Digital Transactions.** The number of transfers from Accounts and the amounts which may be transferred via Digital Banking, including via your Mobile Device, are limited pursuant to the terms of the applicable Account Agreement and as otherwise described in this Agreement or in other communications we may provide to you. You understand that those limits include the number of Internet (via Computer or Digital Device) transfers from Money Market or Savings Deposit Accounts (or other savings Accounts) processed in a statement cycle. For a more detailed description of the limits on such Internet transfers, please refer to the applicable Deposit Account Agreement.

## DIGITAL TRANSFERS

**Preauthorized Recurring Fund Transfers.** To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

**Limits On Online Funds Transfers.** You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars. For security reasons, we may implement limits on the number or amount of transactions you can make using Digital Banking and/or Digital Services. We also reserve the right to limit or suspend access to Digital Banking and/or Digital Services as we deem necessary for security reasons. We may also limit access from countries other than the U.S. Withdrawals from certain types of accounts may have limits imposed. Please check your Deposit Account Agreement or contact us for more information.

**When Digital Funds Transfers Are Made.** Internal Transfers are effective immediately. You should allow up to two (2) Business Days for us to process External Transfers. Each transfer will be posted to any Account with us from which it is made, and to any other account with us that is involved in the transaction, on the Business Day on which the transfer is made. Each transfer you make on a non-Business Day, or after our Digital Banking Cut-Off Time on any Business Day, will be considered made on the following Business Day. Information you obtain about your accounts using Digital Banking and/or Digital Services may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

**Our Liability For Failure To Complete Transfers From Accounts.** If we do not complete a transfer from an 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 exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds;
- If any transfer would go over the credit limit of any account;
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
- If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction;
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware;
- If you do not instruct us soon enough for your transfer to be received and credited;
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction;
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

**Limits On Internal Transfers.** In addition to the Available Funds requirements and other limits described above and, in this Agreement, generally, please see the applicable Account Agreement for a more detailed description of limits on Internal Transfers. **NOTE:** Internal Transfers cannot be canceled via Digital Services once the transfer has been initiated.

**Transfers Involving Insufficient Funds.** If you instruct us to make a transfer and you do not have a sufficient balance in the Account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in Accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the Account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other Account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

## DIGITAL EXTERNAL TRANSFERS

**Registration And Access.** You must be enrolled in Digital Banking and Digital Services in order to transfer funds between your Accounts with us and accounts at other financial institutions. External Transfers are outbound and inbound transfers that move funds to or from one of your eligible Accounts with us to or from a linked account at another financial institution. An "Inbound" transfer moves funds into an Account you own with WaterStone Bank from an account you own outside of WaterStone Bank. An "Outbound" transfer moves funds from an Account you own at WaterStone Bank to an account outside WaterStone Bank that is owned by you or for which you otherwise have the authority to transfer funds. You will need to link each non-WaterStone Bank account that you wish to use for External Transfers.

You agree that (i) you will only register eligible non-WaterStone Bank accounts (i.e., accounts at financial institutions other than WaterStone Bank) on which you are an owner or for which you otherwise have the authority to transfer funds, and (ii) you will only use External Transfers for transferring funds between your Accounts with us and registered accounts at other financial institutions.

**Scheduling External Transfers.** External Transfers can be scheduled on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent immediately or scheduled to be sent on a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend or a non-Business Day will be processed on the following Business Day. All other one-time future-dated and recurring transfers will be processed on the Business Day requested. The Cut-Off Time and delivery date of External Transfers is 4:30 p.m Central Time (CT). WaterStone Bank will conduct a review of your Account to ensure that the Account has sufficient funds to allow the External Transfer to be processed. If WaterStone Bank determines the Account does not have sufficient funds, the scheduled External Transfer may be cancelled and may not be processed.

**When Transfers Are Debited/Credited To/From Your Account(s).** Transfers initiated before Cut-Off Time: Funds involving an External Transfer from your Account with us (Outbound) will be debited from your Account on the same business day and credited to the receiving non-WaterStone Bank account on the next Business Day after you initiate the transfer. Funds involving Inbound transfers will be debited from the external, non-WaterStone Bank account and credited to the receiving Account on the next Business Day after you initiate the transfer. Funds credited to the Account are immediately available.

**Transfers Initiated After Cut-Off Time.** Funds involving an External Transfer from your Account (Outbound) will be debited from your Account on the same business day and credited to the receiving external, non-WaterStone Bank account on the second Business Day after you initiate the transfer. Funds involving Inbound transfers generally will be debited from the external, non-WaterStone Bank account and credited to the receiving Account on the second Business Day after you initiate the transfer.

**Canceling Scheduled External Transfers.** Future-dated External Transfers (either one-time or recurring) can be canceled prior to 8:00 a.m. CT on the date the transfer is scheduled to be made.

**Limitations On External Transfers.** In addition to the limits described in the applicable Deposit Account Agreement, External Transfers are subject to daily and aggregate total limits. The daily and aggregate total limits can be found here: <https://www.wsbonline.com/digitalbanking>, and may change at any time, without prior notice (other than any notice required by Applicable Law).

**Disqualifying Events.** You agree that we may reduce the dollar limits on transfers as described above, or terminate your eligibility to make future transfers (including canceling scheduled future transfers), in each case without prior notice (other than any notice required by Applicable Law), upon the occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

1. Any of your Accounts with us are not current or are not in good standing;
2. You have had any prior External Transfer involving accounts at other financial institutions canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason;
3. We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s). WaterStone Bank reserves the right to determine in its sole discretion what constitutes suspected fraud or unauthorized use. Suspected fraud or unauthorized use may be reported to law enforcement and/or the appropriate regulatory governing body.

**External Transfers and Available Funds.** You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. If External Transfers process against any uncollected deposit, uncollected balance, or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGES. See our current Fee Schedule for the current fees, if applicable for these charges.

## FINANCIAL MANAGEMENT SOFTWARE ("FMS")

Once enrolled in Digital Banking, you may supplement and/or enhance your use of Digital Services by use of FMS such as QuickBooks, Quicken, and related products, which allows you to automatically download Digital Transactions and match them with existing transactions from your financial management software. Access to Account information through FMS must be done using an active User ID, password, and any other access devices or other secure methods as may be required. If you choose to use FMS, you must purchase this software from the software manufacturer, or a retailer of your choice. Your use of the FMS is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS on your Digital Device. You are responsible for the correct set-up and installation of the FMS, as well as maintenance, updates, and upgrades to the FMS and/or your Digital Device. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FMS itself, your Digital Device, or your ability to connect using the FMS as described in this Agreement. You are responsible for all Online Transactions that you authorize using FMS. If you permit others to access Digital Services using FMS, you are responsible for all Online Transactions they initiate. You must establish your own internal security procedures for persons that you may authorize to use Digital Services via FMS and to prevent unauthorized use by other persons. You should verify all Account data obtained and Online Transactions executed on your Accounts using FMS. Our records of Online Transactions, instructions, and communications regarding your Accounts and use of Digital Services supersedes any records stored or created on your Digital Device equipment through the use of FMS. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FMS.

## ACCESSING DIGITAL SERVICES THROUGH A MOBILE DEVICE

Once you have enrolled in Digital Banking, you may access Digital Services and perform Digital Transactions using a Mobile Device. A Mobile Device includes a mobile phone, tablet, or other equipment with a mobile carrier, operating system, data plan, software, and hardware supported by us now or in the future.

You will be required to register your Mobile Device while logged in to Digital Banking. Although the Digital Service is Mobile Device agnostic, the enrollment process may require you to provide information about the Mobile Device that you will generally use to access Digital Services, as well as the telephone number for your Mobile Device, and your email address. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. Once you register your Mobile Device and your enrollment is otherwise complete, you can access Digital Services on your Mobile Device. If at any time you use a mobile device other than your registered Mobile Device to access the Digital Services, all SMS text messages originating from Digital Banking will be sent to your registered Mobile Device.

It is your responsibility to provide us with accurate, complete, and current information about you and your Mobile Device (including its telephone number and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration of your Mobile Device if we cannot verify information about you and/or your Mobile Device.

**Digital Service Formats On Your Mobile Device.** Digital Services on your Mobile Device may be provided in one or more formats or mechanisms, including without limitation, the mobile web or a downloadable application. All formats and mechanisms may not be available on all Mobile Devices. If you use the Digital Service in the form of SMS messages, you are solely responsible for the content of and the mis-delivery of any SMS messages. You agree to provide accurate source indication (i.e. your Mobile Device's mobile phone number for the SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT

**Standard Messaging Service Charges.** Any fees and charges that may apply to the use of your Mobile Device to access Digital Banking and to perform Digital Transactions will be set forth in our Fee Schedule and are separate and apart from any other charges that may be assessed by the provider of your mobile communication services ("Carrier") for text messages sent to or from us. You understand that the standard data and text messaging rates charged by the telecommunications carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service to access Digital Banking and perform Digital Transactions.

**Your Responsibilities.** You represent and agree to the following by using your Mobile Device to access Digital Banking and perform Digital Transactions:

1. **Account Ownership/Accurate Information.** You represent that you are duly authorized to access the Accounts and other financial information available through your Mobile Device. You represent and agree that all information you provide to us in connection with your Mobile Device is accurate, current, and complete and that you have the right to provide such information to us for the purpose of using the Digital Services. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.
2. **User Security.** You agree to take every precaution to ensure the safety, security, and integrity of your Accounts and Digital Transactions when using Digital Services. You agree not to leave your Mobile Device unattended while logged in to Digital Banking and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, password, or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information, or other means to access Digital Services, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Digital Services through your Mobile Device is available for use in locations outside of the United States. Accessing Digital Services through your Mobile Device from locations outside of the United States is at your own risk.

## ACCOUNT ALERTS

Digital Services provides both mandatory and optional, voluntary Account and security alerts associated with certain modules of Digital Banking. We may add new alerts from time to time, or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service. Voluntary alerts are subject to the following:

1. Electronic alerts will be sent to the phone number(s), email address(es), or Mobile Device(s) identified by you via Digital Banking or on enrollment and/or set-up form(s). If your phone number(s), email address(es), or Mobile Device(s) change, you are responsible for updating that information via Digital Banking, and such change(s) will apply to all of your alerts.
2. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts directed by you.
3. Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

## MOBILE DEPOSIT SERVICE

**Service.** The Mobile Deposit Service (Mobile Deposit) is designed to allow you to make a deposit of a check (Check of Checks) as defined in Federal Reserve Board Regulation CC ("Reg CC") to your checking, savings, or money market savings Accounts (Mobile Deposit Accounts) from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Checks and transmitting the digital images and associated deposit information (Images) to us or our third-party processor (Processor) with your Mobile Device.

**Eligibility.** In order to use Mobile Deposit, you must: (a) have one or more eligible Accounts with us, and (b) have a camera-enabled Mobile Device.

**Charges For Mobile Deposit.** You agree to pay for any current or future charges we may assess for Mobile Deposit in accordance with our current Fee Schedule, as amended from time to time, or you may elect to terminate Mobile Deposit. We will advise you of any fee changes prior to implementing them to the extent and as required by Applicable Law. In the future, we may add to or enhance the features of Mobile Deposit. By using such added or enhanced features, you agree to pay for them in accordance with our Fee Schedule.

**Deposit Limits.** From time to time, we may establish daily and/or monthly limits on the dollar amount and/or number of items that may be deposited using Mobile Deposit. (For more information on mobile deposit limits, see <https://www.wsbonline.com/digitalbanking>) If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

**Eligible Items.** You hereby agree that you will only scan and deposit Checks.

You agree that the Image of the Check that is transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code ("UCC") of the State of Wisconsin. You also acknowledge and agree that Mobile Deposits that you make using this service are not "Electronic Fund Transfers" as that term is defined in Bureau of Consumer Financial Protection Regulation E.

You further agree that you will not use Mobile Deposit to deposit any Checks or other items (considered ineligible or Prohibited Checks) that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into,
- are prohibited by WaterStone Bank's then-current procedures pertaining to Mobile Deposit or are in violation of any law, rule, or regulation,
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn,
- have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent,
- are drawn on financial institutions that are located outside of the United States or Territories of the United States,
- are payable jointly, unless deposited into a deposit Account in the name of all payees,
- are remotely created checks, as defined in Reg. CC, or are remotely created payment orders,
- are not payable in United States currency,
- are dated more than six (6) months prior to the date of deposit,



- have any endorsement on the back other than that specified in this section,
- have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution,
- are not acceptable to Bank for deposit into an Account as provided in the Account Agreement.

If you deposit a Prohibited Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys' fees) that the Bank may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if, after first having obtained the Bank's written consent to do so, you provide the Bank with an electronic representation of a substitute check for deposit into a Mobile Deposit Account instead of a Check, you agree to indemnify and reimburse the Bank for, and hold the Bank harmless from and against, any and all losses, costs, and expenses (including reasonable attorneys' fees) the Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

**Requirements.** You understand you must and hereby agree, at your sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of Mobile Deposit and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. You understand and agree that you are solely responsible for the operation, maintenance, and updating of all equipment, software, and services used in connection with Mobile Deposit and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. The Bank hereby advises you, and you hereby agree to scan its Mobile Device and/ or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

The image of an item transmitted to WaterStone Bank using Digital Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image:

- the amount of the Check (both written and numeric);
- the payee;
- the signature of the drawer (maker);
- the date;
- the Check number;
- the information identifying the drawer and the paying financial institution that is preprinted on the Check including the Magnetic Ink Character Recognition ("MICR") line; and
- all other information placed on the Check prior to the time an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

Endorsements must be made on the back of the Check within 1 ½ inch from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature, your Account number, or as otherwise specified by us from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A Check payable to two (2) payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under the Account Agreement and this Agreement. When we receive an Image, we will attempt to confirm receipt via a confirmation email to you if you have elected this option and provided us with your email address when you make the deposit. We shall not be deemed to have received the Image for deposit until we have confirmed receipt. Confirmation does not mean that the Image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breaches of warranties, and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your Mobile Deposit Account. We will notify you of rejected Images by phone, email, or other means.

**Retention of Checks.** You shall securely store and maintain all Checks for a period of 30 days (the "Retention Period") after you have received notice from us that the Check was approved for deposit. You will provide to us, within 10 days of a request made by us during the Retention Period, any Check we request to aid in the clearing and collection process, or to resolve claims by third parties, with respect to the requested Check. If you fail to deliver a Check as required by this Agreement, we will deduct the amount of the requested Check from the Account the Check was deposited to.

You agree that you will never deposit the Check or present the Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on a Check that has already been paid.

**Returned Deposits.** Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Account Agreement. If Checks deposited through Mobile Deposit are dishonored, rejected, or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that a Check will not be returned to you, but that we may charge back the amount of the Check and provide you with an image of the Check, a paper reproduction of the Check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or

otherwise negotiate a Check if it has been charged back to you.

We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely.

**Your Warranties.** You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Check or a paper or electronic representation of the Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the Check.
- The Check was authorized by the drawer in the amount stated on the Check and to the payee(s) stated on the Check.
- You are authorized to enforce and obtain payment of the Check.
- You have possession of the Check and no party will submit the Check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. You agree to comply with all existing and future operating procedures used by WaterStone Bank for the processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars, and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of a conflict between the terms of this section and the Rules, the Rules will control.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and/or Internet software. In the event that Mobile Deposit is unavailable, you may deposit Checks at our branches, through WaterStone Bank ATMs, or by mailing the Check to 11200 West Plank Court, Wauwatosa, WI 53226. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use Mobile Deposit.

**Funds Availability.** The Cut-Off Time applicable to Mobile Deposit is Monday through Friday at 6:00 p.m. CT. Mobile Deposits submitted and approved before 6:00 p.m. CT Monday through Friday will be processed on the same Business Day. Mobile Deposits submitted and approved after 6:00 p.m. CT on a Business day will be processed the next Business Day. Approved Mobile Deposits will be available two (2) Business Days after approval. For new customers, during the first 30 days following Account opening, Mobile Deposits will be held an additional five (5) Business Days following approval (or a total of seven (7)) Business Days following approval).

Endorsements must be made on the back of the Check within 1 ½ inch from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature, your Account number, or as otherwise specified by us from time to time. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using Mobile Deposit, you accept the risk that an item deposited through Mobile Deposit will be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at (888) 686-7272 between the hours of 8:30 a.m. and 5:30 p.m. CT, Monday through Friday if you learn of any loss or theft of Checks. You will ensure the safety and integrity of Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this section.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit a fraudulent, incorrect or illegible Image to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to us.

You agree to notify us of any suspected errors regarding items deposited through Digital Services right away, and in no event later than (a) for Consumers, 60 days after the applicable Account statement is sent or otherwise made available, or (b) for Businesses 30 days after the applicable Account statement is sent or otherwise made available. Unless you notify us within 60 days or 30 days, as the case may be, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are precluded from bringing a claim against WaterStone Bank for such alleged error.

**Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees, and agents against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from your use of Mobile Deposit and/or breach of this section. You understand and agree that this paragraph shall survive the termination of this Agreement.

You also understand and agree that you are required to indemnify our technology partners or Processor, and hold harmless our Processor from and against any third party claims, suits, proceedings, actions, or demands, including claims of another financial institution, business entity, or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to WaterStone Bank or your use of Mobile Deposit, and our Processor's applications, unless such claim directly results from an action or omission made by our Processor in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**Cooperation with Investigation.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

**Ownership and License.** You agree that the Bank and/or its service provider(s) retain all ownership, proprietary rights in Mobile Deposit, associated content, technology, and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this section or the Agreement immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit, copy or reproduce all or any part of the technology or Mobile Deposit; or interfere, or attempt to interfere, with the technology or Mobile Deposit. We, our technology partners, and Processor retain all rights, title, and interests in and to Mobile Deposit, software, and developments made available to you.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT 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 DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

**Suspension and Termination.** In addition to any other provision in this Agreement or the Account Agreement on the subject, WaterStone Bank may, in its sole discretion and without prior notice to you unless otherwise required by Applicable Law, elect to suspend or terminate your use of Mobile Deposit (i) if you or we close the Account(s) established in connection with Mobile Deposit, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to Mobile Deposit, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or the Bank's funds, or (v) if we reasonably believe that the continued provision of Mobile Deposit would violate federal, state or local laws or regulations, or would subject WaterStone Bank to unacceptable risk of loss. Notwithstanding any termination, this section and the Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

**Stop Payment.** You may use Digital Banking to initiate an electronic stop payment request for any check written on your Accounts, including those issued via Bill Pay. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such items. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting, or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course, or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages, and expenses, including court costs and attorneys' fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

**Processing Cut-Off Times.** For processing cut-off times for Digital Transactions, please see <https://www.wsbonline.com/digitalbanking>.

**Your Login ID, Password, and Other Security Procedures.** You will be required to use a Login ID assigned to or selected by you, as well as a password selected by you, each time you log in to use Digital Banking. You agree that we may rely on your Login ID, password, and other security procedures, as further described below, and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use the Service (Security Procedures). You agree to protect the Security Procedures to prevent unauthorized use.

The following Security Procedures apply to access by all customers, except as otherwise expressly provided, to the Digital Banking and Digital Services. WaterStone Bank may issue new Security Procedures and/or cancel or change any Security Procedures from time to time.

Except as may otherwise be noted, the following Security Procedures are required for all Digital Banking customers:

**Login ID:** This is the electronic identification (in letters, numerals, and special characters) associated with each user of the Digital Banking Service that will be used for log-in.

**Password:** Each user of the Digital Service will also be required to have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements including but not limited to minimum and maximum length and types of characters, as further described in the Digital Banking system. Each user is strongly recommended to change his or her individual password at least every 90 days for security purposes. Login IDs and individual passwords may not be shared with any other person or entity.

**Enhanced Log-in Security:** In addition to the above individual Login IDs and passwords, access to the Digital Service includes, as part of the Security Procedures, a multi-factor authentication security procedure at log-in for each user. Enhanced log-in security incorporates an additional multi-part credential for each user of Digital Banking of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time access codes. The enhanced log-in security will require each user of Digital Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time access codes that may be required from time to time at log-in. These log-in access codes may be delivered to users via email or such other method as WaterStone Bank may offer from time to time, including but not limited to delivery to a designated phone or Mobile Device, as applicable, either by voicemail or SMS text.

**Minimum System Requirements:** Digital Banking is designed to operate using the latest operating system and browser combinations. It is important for you to keep your Digital Device's operating system and browser version current to ensure maximum security and user experience. The operating systems and browsers listed at <https://www.wsbonline.com/digitalbanking> are the minimum requirements necessary to ensure a positive experience while using Digital Banking. Those requirements are in addition to the Digital Device requirements described in this Agreement, and the recommendations available at the Digital Banking Service website and associated web pages, including but not limited to the following:

- update the Digital Device operating system
- keep the browser current (WaterStone Bank does not support any version of Internet Explorer)
- install and maintain anti-virus software and anti-spyware software
- change passwords on a regular basis
- do not click links inside spam emails, especially emails claiming to offer anti-spyware software

**Additional Strongly Recommended Security Procedures:** From time to time and as applicable, WaterStone Bank may make available additional Security Procedures for use with Digital Banking. WaterStone Bank strongly recommends the use of these additional Security Procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:

**Alerts:** As further described in this Agreement, WaterStone Bank provides optional Account and security alerts associated with certain modules of Digital Banking and the Mobile Banking Service that you may elect to use. Alerts may be set up to notify you of key Digital Banking transactions or when other important activity



**Security Best Practices:** WaterStone Bank provides important information, recommendations and best practices for Digital Banking security on its website located at <https://www.wsbonline.com/resources/security-tips>.

As an important additional security procedure, it is recommended that all customers regularly review and implement the various actions described to help protect their financial and other sensitive information and mitigate fraud.

We will execute authenticated transfers or transactions that are in conformity with all Security Procedures and other requirements set forth in this Agreement. We may require additional authentication of any transfer or transaction request. We reserve the right to reject a transfer or transaction request that cannot be properly authenticated.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service using the Security Procedures. You also acknowledge and agree that if you permit another party(ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Digital Banking. You agree that it is your sole responsibility to protect the confidentiality of your Account and Account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number. You should not use a public Digital Device to access Digital Banking. You agree that if you access the Service from a Digital Device other than your own (such as a public computer terminal at a library or Internet cafe'), you will not leave the Digital Device unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button located at the bottom of the left-hand side menu. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

You understand that personal identification information, by itself or together with information related to your Account, may allow unauthorized entry and access to your Account. Data transferred via Digital Banking is encrypted in an effort to provide transmission security, and Digital Banking utilizes identification technology to verify that the sender and receiver of Digital Banking transmissions can be appropriately identified by each other.

We will never email you to request your Login ID and password or your personal Account information over the Internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact us. You may call Customer Service at (888) 686-7272 or write to us at: 11200 West Plank Court, Wauwatosa, WI 53226.

**Contact Us.** Unless this Agreement provides otherwise, you can contact us in any one of the following ways:

- Email: By email at [customer\\_service@wsbonline.com](mailto:customer_service@wsbonline.com).
- Telephone: By telephone at our toll-free number (888) 686-7272.
- Mail: By mail at: 11200 West Plank Court, Wauwatosa, WI 53226.
- In-Person: You may visit us in person at any one of our branch locations.

**Fees and Charges.** You agree to pay the fees and charges for your use of the Digital Service as set forth in the Fee Schedule as it may be amended from time to time with notice to you as required by Applicable Law. You agree to pay any and all additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Digital Banking.

## PEOPLE PAY

**The Service.** PEOPLE PAY is accessed through Digital Banking and allows bank debit cardholders the ability to send one-time transfers to bank customers or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a Digital Device. You may register for the Service which makes future Transfers more convenient for you. To use this Service you are providing information to our Service Provider from your Digital Device.

By participating in the Service, you are representing to the Bank that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Bank or its agents regarding the Transfers and represent to the Bank that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the U.S. as long as the Transfer is legal and allowed by the financial institutions involved.

Unauthorized use of the Service is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. The Bank or its Service Provider may monitor and audit usage of the Service. You are hereby notified that the use of this Service constitutes consent to such monitoring and auditing.

Any Account accessed through the Service is also subject to the terms and conditions of your Account ("Account Disclosures"). Review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the Service.

**Transfers.** You may make one-time Transfers by entering your Debit Card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 5 days, or the Transfer is canceled and reversed. During this period, funds are removed from the Sender's Account for the amount of the Transfer and any applicable fees. Once the Recipient has successfully accepted the Transfer, funds are sent to the Recipient's financial institution for deposit to the Recipient's account. If the Sender and Recipient are both Bank customers enrolled in the Service, Transfers are immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers are immediately debited from the Sender's Account and are delivered to the Recipient's financial institution once claimed. The Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers are completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter helps you identify your intended Recipient in the drop-down menu and your transaction history but is not used to

process payments. You must accurately enter the Recipient's email address or mobile phone number for the Transfer is not excused by an error in the information you enter.

Transfer Instructions relating to accounts maintained at a financial institution other than the Bank and the transmission and issuance data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement And Terms Of Use, and the rules of NACHA and the applicable automated clearinghouse, as well as any Electronic Funds Transfer Network used to automate the transfer of funds and governed by Regulation E (collectively, the "Rules"). The parties agree to be bound by such Rules as are in effect from time to time. In accordance with such Rules, any credit to an Account is provisional until the Bank or the third-party institution which holds the accounts has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as the Sender are authorized to withdraw, or as the Recipient are authorized to deposit funds, into the Accounts whose numbers you provide or into Accounts associated with the card number you are providing. You authorize the Bank, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, and verifying your information against third party databases or through other sources.

You authorize the Bank to debit your Account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your Account using card networks or NACHA.

**Sender Acknowledgement.** By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending. You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide.

**Receiver Acknowledgement.** By using this Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you are asked to provide your Debit Card information that will be used to transfer funds to your Account. If you choose not to provide your Debit Card information or your institution does not participate, you are asked to provide account information including account number and routing information for your financial institution. In this case, the funds are transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that the Bank, the receiving financial institution, and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds is the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the Account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately at 888-686-7272 and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this Service you agree that you are the intended Recipient of the email or text message and that you are the intended Recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a violation of federal law to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, the Bank reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

**Fees and Limitations.** A separate fee may be charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the Debit Card is authorized to Transfer funds. Such Transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee is charged, as applicable. You may be denied service for insufficient funds in your account. You are responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving financial institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

For transactions limitations, please see <https://www.wsbonline.com/digitalbanking>.

**Timing of Transfers.** Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days and practices of the receiving institution.

**Issues Affecting the Posting of Transfers.** You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Bank to credit your Account using a Network.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and Network interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Bank nor the Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the receiving financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

**Security.** If the receiving financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

**Cookies, Browser Information, and Related Issues.** When you visit the Site, the Service Provider may receive certain standard information that we send to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and Service by assisting in "authenticating" who you are when you access the Site or Service.

The Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click, and other actions you take in connection with the Site and the Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other Digital Devices by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on your hard drive and are read by the webserver when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your Digital Device in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

**Access to Information About You.** You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Bank or you no longer have a Debit Card, you may no longer send Transfers. However, your Account information is maintained for a retention period to accommodate any residual issues that may arise.

**LIMITATIONS OF WARRANTIES.** THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OR CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF BANK AND ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED, OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION, OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, OR OTHER REASONS.

**LIMITATION ON LIABILITY.** IN NO EVENT SHALL BANK OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM.

**LIMITATION OF DAMAGES.** BANK'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT AND TERMS OF USE SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**TIME FOR MAKING A CLAIM.** IN NO EVENT SHALL BANK OR ITS AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OF COMPETENT JURISDICTION WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

**Indemnification.** You agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your use of the Service, our reliance on the Transfer instructions and other information you provide, the performance or non-performance of other financial institutions, or other signers, owners or users of your Accounts.

**Contacting Us.** If you have any questions about this Service or this Agreement And Terms Of Use, you may contact us at via telephone 888-686-7272 or via mail at 11200 West Plank Court, Wauwatosa, WI, 53226.

**Disclosure Access.** You may access Our Privacy Policy at <https://www.wsbonline.com/privacy> relating to the collection and use of your information.

Bank customers may access Our Electronic Fund Transfer (EFT) disclosure by viewing our Terms and Conditions document at <https://docs.wsbonline.com/electronic-funds-transfer>. Non-Bank customers should consult their financial institution for their EFT disclosures.

## **BILL PAY**

**The Service.** Bill Pay is accessed through Digital Banking and allows you to schedule and make One-Time Payments and/or Recurring Payments from your designated Funding Account to Payees you choose and to receive certain bills through the Bill Pay eBills function. Bill Pay cannot be used to make payments to payees outside of the United States.

For transactions limitations, please see <https://www.wsbonline.com/digitalbanking>.

**Scheduling and Making Payments.** You may use Bill Pay to authorize One-Time Payments and/or Recurring Payments. Payments are processed at 1:00 p.m. CT on Business Days. If you attempt to schedule a Payment for a non-Business Day you will be prompted to select a different date. A One-Time Payment submitted after the processing deadline on a Business Day will be processed the next Business Day. If the Payment Date for a Recurring Payment falls on a non-Business Day, the Recurring Payment will be processed on the following Business Day. If your frequency setting for a Recurring Payment specifies the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> as the particular day of the month for processing and that day does not exist in the month the Recurring Payment is being processed, the last day of that month is used as the processing date.

The Payment method will be electronic if the Payee and the account information you enter matches with participant information for which Bill Pay is set up for electronic payments. Otherwise, the Payment method will be by check for Payees that are not Bill Pay participants and for which you have provided the mailing address for payment. The System will alert you to the method of payment assigned. **Payment by check must be scheduled at least seven (7) to 10 Business Days prior to the due date for each Payment to allow adequate time for the Payment to reach the Payee. Electronic Payment must be scheduled at least three (3) to five (5) Business Days prior to the due date for each Payment to allow adequate time for the Payment to reach the Payee. The due date is the date the Payee has designated for payment, and should not be adjusted for any grace period or late date accommodations the Payee may provide.** We have no control over the processing times of the Payee; your Payments to the Payee will be subject to the number of days it takes for the Payee to process payments. Bill Pay will calculate the estimated arrival date of your Payment, but this is only an estimate. You are solely responsible for scheduling Payments with ample time to reach the Payee. We will not be liable for late fees or finance charges on Payments made through Bill Pay. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available funds in the Funding Account in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement. If you do not have sufficient funds in the Funding Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. You further agree that WaterStone Bank, at our discretion, may charge any of your accounts with us to cover such payment obligations.

**Use of eBills.** The eBills function of Bill Pay allows you to view detailed billing information, such as full pdf billing statements, for eligible Payees (Payees that participate with ebills) that you would otherwise obtain directly from the Payee's website. To enable eBills for a Payee, you will have to provide the account information and login credentials for online access to your account for that Payee.

**Change or Cancel Payments.** A Payment can be changed or cancelled provided you do so within Bill Pay prior to 1:00 p.m. CT on the Business Day the Payment is scheduled to be processed. Once a Payment has cleared your account, you cannot cancel or stop that, Payment. If a Payment by check has not yet cleared your Account, you may place a stop payment at one of our branch locations, by contacting our Customer Service at (888) 686-7272, or through Digital Banking. If you call, we may also require you to put your request in writing and provide it to us within 14 days. We are not liable for a check if the stop payment is not presented prior to the time the check clears your Account.

**Termination.** We reserve the right to terminate your use of Bill Pay at any time without prior notice to you. We are not responsible for any fixed Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Pay Service.

#### **General Provisions for Consumers and Businesses**

This portion of the Agreement applies to Consumers and Businesses and describes the general terms and conditions applicable to all uses of Digital Banking.

**Compliance.** You and we agree to comply with (i) the Account Agreements, and (ii) all Applicable Laws, regulations, rules, and orders, including without limitation all applicable NACHA rules, regulations, and policies, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

**Customer Identification Program.** You agree to provide to us before we begin providing any part of Online Services to you, any and all information required to comply with Applicable Law and our policies and procedures relating to customer identification.

**Transaction Limits.** You will, upon request by us from time to time, provide us with such financial information and statements and such other documentation as we reasonably determine to be necessary or appropriate showing your financial condition, as applicable, to enable us to evaluate our exposure or risk and establish any transaction limits that may apply for your use of Digital Services. Any limits established by us hereunder shall be made in our sole discretion and shall be communicated promptly to you.

In the event that providing Digital Services to your results in unacceptable credit exposure or other risks to us or will cause us to violate any law, regulation, rule, or order to which we are subject, we may, in our sole and exclusive discretion, without prior notice or as otherwise required by Applicable Law, further limit your transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or we may terminate any or all of Digital Services then being provided to you.

**Overdrafts; Set-Off.** We may, but shall not be obligated to, complete any Digital Transaction if there are insufficient Available Funds in your Account(s) to complete the transaction. The honoring of one or more of your overdrafts, however, does not obligate us to honor any future overdrafts. If you have an "Overdraft Protection" feature with your Deposit Account, any check or debit that overdraws such Deposit available to us, to set off the unpaid balance of any amount owed us in connection with Digital Services against any debt owing to you by us, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by us, whether collected or in the process of collection, or in any other Account maintained by you at or evidenced by any certificate of deposit issued by us. If any of your Accounts become overdrawn, under-funded, or for any reason contain a negative balance, then we shall have the right of set-off against all of your Accounts and other property or deposit Accounts maintained with us, and we shall have the right to enforce our interests in collateral held by us to secure your debts to us arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated, except to the extent prohibited or limited by Applicable Law.

**Digital Device Requirements.** To use Digital Services, you will need to provide, at your own expense, a computer, Mobile Device, or other Internet access device, software and necessary telephone connectivity, Internet or other connections and equipment as needed to access the Service (collectively referred to here as the "Digital Device". You are responsible for the installation, maintenance, and operation of the Digital Device. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. Additional information regarding Digital Device requirements can be found on our website (<https://www.wsbonline.com/system-requirements>). We are not responsible for any errors or failures caused by any malfunction of the Digital Device, and we are for any virus or related problems that may be associated with the use of the Service, the Digital Device, or other



Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware, and other malicious and unwanted software or related problems that may be associated with access to or use of the Service or the Digital Device. We recommend that you routinely scan the Digital Device using reliable virus protection products, and remove any viruses found using such products. Additional information regarding Digital Device security can be found on our website (<https://www.wsbonline.com/resources/security-tips/>). You are responsible for all Internet service providers, telephone, and other similar charges incurred in connecting to the Service.

**Third-Parties.** You acknowledge that certain third parties, agents, or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to us in connection with our provision of the Service to you and that, accordingly, our ability to provide the Service hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third-Party Services may involve the processing and/or transmission of your data, instructions (oral or written), and funds. You agree that we may disclose your financial information to such Third Parties (i) where it is necessary to provide the Service requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas, or other legal process or in order to give information to any government agency or official having legal authority to request such information; (iii) when you give your written permission; or (iv) where otherwise required or permitted by Applicable Law.

We will be responsible for the acts and omissions of our Third Parties in the same manner as if we had performed that portion of the Service ourselves, and no claim may be brought by you against such Third Parties. Notwithstanding the foregoing, any claims against us (with respect to the acts or omissions of our Third Parties) or our Third Parties shall be subject to the limitations of liability set forth in this Agreement to the same extent as if we had performed that portion of the Service ourselves. We will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than our Third Parties), however, and no such person shall be deemed our agent.

**Your Right to Terminate.** You may cancel or terminate your use of Digital Banking at any time by providing us with written notice by email, postal mail, or fax. Your access to Digital Banking will be suspended within three (3) Business Days of our receipt of your instructions to cancel Digital Services. You will remain responsible for all outstanding fees and charges incurred through the date of cancellation. This cancellation applies only to your access to Digital Services and does not terminate your Account(s). If you choose to cancel your access to Digital Services, any unprocessed transfers will be canceled. We recommend that you cancel any scheduled transfers prior to notifying us that you are discontinuing Digital Services. We normally will cancel any scheduled transfers within two (2) Business Days from the date we receive your request to cancel your access to Digital Services. However, we are not responsible for transfers made pursuant to instructions received from you before your cancellation request was received. If you close your Account(s), or if you no longer have any Account(s) linked to Digital Services, your access to Digital Services will automatically be discontinued, and we reserve the right to cancel any unprocessed transfers at the time of such discontinuation of Digital Services.

**Our Right to Terminate.** We reserve the right to terminate or suspend your use of Digital Banking or any feature of Digital Services for any reason, at any time. We will provide you with notice of such termination to the extent required by Applicable Law.

**Change in Terms.** We may change the terms governing your use of Digital Banking, including the terms of this Agreement or the fees and charges associated with Online Services and/or any policy or procedure affecting your use of Digital Services, at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. We will post any required notice of the change in terms on the Digital Banking website or forward it to you by email or by postal mail, or as otherwise required by Applicable Law. Your continued use of any or all of the subject Online Banking service(s) indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reserve charges or fees in individual situations. You acknowledge and agree that the applicable Deposit Account Agreement and any associated disclosures govern changes to fees applicable to specific Accounts, including changes to those fees set forth in the Fee Schedule.

**Electronic Mail.** Because normal Internet email transmissions may not be secure, you agree to log into Digital Services and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through Digital Services. We will not immediately receive an email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your statement). We will not take action based on your email requests until we actually receive your message and have a reasonable opportunity to act.

**Hyperlinks to Other Sites.** We or our Third Parties may elect to display one or more hyperlinks on Online Service's website from time to time. A hyperlink is any highlighted words or phrases in a document that allows you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third-party website over which we have no control. We specifically disclaim any responsibility for the content, products, and services provided at linked third-party websites. We are not liable for any failure of the products or services advertised on third-party websites. You should be aware that third-party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third-party websites to determine whether those policies are acceptable to you. The linked third-party websites may provide less security than our website.

**NO WARRANTIES.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS". WE AND OUR SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF US AND OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

**Additional Limits on Liability.** Except to the extent required or provided in this Agreement or by Applicable Law, or as otherwise expressly provided in this Agreement, we shall not be liable for any Losses caused by any act or omission of any third party; for any charges imposed by any third party; or for any Losses caused by any failure of the hardware or software utilized by a third party to provide Digital Services to you.

We shall not be liable or responsible for damages incurred as a result of data supplied by you that is inaccurate, incomplete, not current or lost in transmission. It is understood that we assume no liability or responsibility for the inaccuracy, incompleteness, or incorrectness of data as a result of such data having been supplied by you through data transmission.

We are not liable for failing to act sooner than required by this Agreement or Applicable Law. We also have no liability for failing to take action if we had discretion not to act.

We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from you) or the acts or omissions of any other person, including, without limitation, any Automated Clearing



House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or receiving facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed our agent. We shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in our having exceeded any limitation upon its intra-day net fund's position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank, or general banking customs and usage. To the extent required by applicable laws, we will compensate you for loss of interest on funds as a direct result of our failure to comply with such laws in executing electronic transfers of funds, if such failure was within our control.

**Virus Protection.** Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Digital Banking, including but not limited to the Bill Payment Service and eStatements. You are encouraged to routinely scan your Digital Device and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files, and hardware.

**Your Instructions.** In our sole discretion, we may follow your instructions concerning your use of the Digital Services, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions), or by other means, and we may do so without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations, we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

**Disclosure of Information.** We respect your right of privacy. Information about your Account or any transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law and our Privacy Policy.

**Notices.** Any notice that you give to us is effective only once it is actually received. If you have been instructed to use a specific address for a certain type of notice, notice will not be deemed to have been received unless sent to the specified address.

You authorize us to, and you agree that we may, except to the extent prohibited or limited by Applicable Law, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to Digital Services or this Agreement, to your mailing address or your email address as it appears on our records or electronically by posting the notice on Digital Services website, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to anyone Account owner.

**Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, pandemic, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents us or you from operating normally.

**Documentation.** The parties acknowledge and agree that all documents evidencing, relating to, or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

**Entire Agreement; Integration.** We and you acknowledge and agree that this Agreement and any amendments hereto, and all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between you and us with respect to Digital Services and supersede any prior oral or written understandings, representations and agreements between the parties relating to Digital Services.

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us. Provisions in our other agreements and disclosures, including the Deposit Account Agreement applicable to your Account(s), may be revised from time to time and remain effective for all other aspects of the Accounts involved. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control issues related to Digital Banking and related services, including but not limited to the Bill Payment and eStatements. However, as a Consumer, the Electronic Fund Transfers Disclosure Statement included in your Deposit Account Agreement or otherwise received when you opened your Account (as the same may be amended from time to time) will control.

**Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors and permitted assigns.

**Non-Waiver.** No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

**Governing Law.** Any claim, controversy, or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

**Attorneys' Fees.** If any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees, and other expenses of action.

**Beneficiaries.** This Agreement is for the benefit only of the undersigned or otherwise designated parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

**Recording of Communications.** Except as otherwise required by Applicable Law, you and we agree that all telephone conversations or data transmissions between us or our respective agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

**Relationship.** You and we are not, and your and our licensors are not, partners, joint ventures, or agents of each other as a result of this Agreement.

**Headings and Captions; Interpretations.** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof. The words "include" and "including" shall be interpreted as

meaning "include without limitation" or "including without limitation".

**Severability.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by Applicable Law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation, or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.

**Assignment and Delegation.** We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole discretion.

## **SPECIAL PROVISIONS FOR BUSINESSES**

**This portion of the Agreement applies to Businesses or Individuals Performing Transactions from Business Accounts.**

### **BUSINESS ACCESS/AUTHORIZATION; LIABILITY FOR DIGITAL TRANSACTIONS**

You acknowledge and understand that you shall use commercially reasonable practices and procedures when utilizing the Digital Services. Upon self-enrollment you will create an initial administrative user ID and password to allow you to access Digital Services. Certain Digital Services covered under this agreement may require you to contact us directly to obtain rights to access that particular service. You agree that the individuals you designate on the resolution ("Resolution") delivered to the Bank at the time of Account opening are the individuals that you have designated as having the ability to utilize the Digital Services and the authority to act in accordance with the Resolution (each an "Authorized Signer"). The administrative user ID and password originally established at self-enrollment will allow you to establish access ("User Access") for Authorized Signer(s) or any other individual(s) that you or your Authorized Signers provide with the ability to access and utilize the Services (each an "Authorized Representative"). You shall be solely responsible for providing, administering and maintaining, and revoking User Access. You will be required to provide a user ID and password to each individual designated as an Authorized Signer and each individual you choose as an Authorized Representative. In addition, certain Digital Services covered under this agreement will require you to utilize an online or mobile security token to generate or authorize specific types of transactions. We will notify you if a token will be required. Loss of tokens or token access must be reported immediately to us. In all respects, you agree to take all actions which are reasonable and necessary to ensure the confidentiality and protection of all user IDs, passwords and tokens and restrict access to the Digital Services to only Authorized Signer(s) or Authorized Representative(s). You acknowledge and understand the Bank may accept instructions regarding Services performed under this Agreement from all Authorized Signer(s) and Authorized Representative(s). You acknowledge and agree the Bank will not be responsible for verifying the authenticity of any individual claiming to be an Authorized Signer or Authorized Representative or the authenticity of any instructions, direction, or information provided to the Bank from an Authorized Signer or Authorized Representative. You agree to immediately notify the Bank in the event you know, believe, or suspect your Digital Device, network or the use of the Digital Services have been accessed by an unauthorized person or persons. Whenever circumstances permit, you agree to use dual control ("Dual Control") when using the Services. Dual Control is a procedure whereby the active involvement of two or more people is required to complete a specified process (e.g. one individual has the authority to initiate a transaction and another individual has the authority to approve the transaction).

You acknowledge, agree and understand that the Bank will not be responsible for any damages, including without limitation, lost profits, lost savings or other direct, indirect, incidental, special, or consequential damages which may arise by virtue of your failure to use Dual Control. You accept full responsibility for all access to the Digital Services and the Bank is not responsible for your improper or negligent use of the Digital Services.

We will make every reasonable effort to provide full performance of our Digital Banking system, and on a timely basis to resolve disputes that may arise. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by the Digital Banking or your use of Digital Banking, nor will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial Institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation. To notify us, you may also call Customer Service at (888) 686-7272. Or, you may write to us at 11200 West Plank Court, Wauwatosa, WI 53226 as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

### **WIRE TRANSFER SERVICE**

You, your Authorized Signer(s), and/or your Authorized Representative(s) acknowledge that Wire Transfer Services are an alternative entry system for issuing wire transfer orders between you and the Bank. Without limiting any other provisions of this Agreement, the following provisions will govern the acceptance and liability for all wire transfer requests:

- Initiating Wire Transfers: You, your Authorized Signer(s), and/or your Authorized Representative(s) may direct WaterStone Bank to transfer funds from your Account at the Bank to any other account at the Bank or an account at another financial institution ("Wire Transfer Request"). The Bank will accept and process Wire Transfer Requests from 9:00 a.m. CT to 4:00 p.m. CT, on any Business Day ("Wire Transfer Processing Hours"). Wire Transfer Processing hours may be changed from time to time by the Bank in its sole discretion.
- You, your Authorized Signer(s), and/or your Authorized Representative(s) shall be solely responsible for establishing the wire transfer limits ("Wire Transfer Limits"). It is strongly recommended that you utilize the functionality within Digital Banking to establish Wire Transfer Limits and Dual Control.

**Honoring Wire Transfer Request(s):** WaterStone Bank will be under no obligation to honor, either in whole or in part, any Wire Transfer Request that:

- exceeds your available balance in the Account from which you wish to transfer funds;
- is not in accordance with any other written agreement between you and the Bank;
- is not in accordance with your current Deposit Agreement with the Bank; and
- is not in accordance with this Agreement.

Notwithstanding the foregoing, WaterStone Bank, in its sole discretion, without obligation to do so, may honor a Wire Transfer Request for the amount of such uncollected funds drawn upon or such overdraft, plus any additional charges and expenses as well as any other fees.

- **Execution:** WaterStone Bank will execute a Wire Transfer Request, if accepted, during Wire Transfer Processing Hours. If the Wire Transfer Request is received after the Wire Transfer Processing Hours, the Wire Transfer Request will be processed on the next Business Day. In executing Wire Transfer Requests, WaterStone Bank may, in its sole discretion, utilize any means of transmission available to it. WaterStone Bank may also, in its sole discretion, select the order in which to execute multiple pending Wire Transfer Requests. The Bank shall have no liability for failing to execute any Wire Transfer Request. The Bank shall have no obligation to attempt to revoke or rescind any Wire Transfer Request initiated in accordance with the terms of this Agreement.
- **Authorization to Charge Account:** Upon receipt of a Wire Transfer Request from you, your Authorized Signer(s), and/or your Authorized Representative(s), you authorize WaterStone Bank to charge your Account in the amount of the Wire Transfer Request and any associated wire transfer fees.
- **Incoming Transfers:** Incoming funds received during Wire Transfer Processing Hours will be credited to your Account the day of receipt. If incoming funds are received after Wire Transfer Processing Hours, the funds will be credited to your Account the next business day. To determine whether incoming funds were received, you may review your account on Digital Banking or contact Customer Service at (888) 686-7272.
- **Additional Information:** You, your Authorized Signer(s), and/or your Authorized Representative(s) are required to provide WaterStone Bank with any information we request with respect to a Wire Transfer Request. Failure to provide such information within a reasonable time after our request shall relieve WaterStone Bank from any liability or loss which may arise by virtue of its failure to process the Wire Transfer Request.
- **Compliance:** You, your Authorized Signer(s), and/or your Authorized Representative(s) are obligated to comply with all laws relating to a wire transfer of funds to or from foreign countries, individuals or agencies. Noncompliance may result in the delay of fund transfers, fines or confiscation of the amount of the wire transfer if an attempt is made to transfer funds to an individual, agency and /or country that is designated as being 'sanctioned' by the Office of Foreign Assets Control.

**If a funds transfer is in U.S. Dollars, but the funds are to be converted by the bank that accepts deposits of, and performs services for, the Bank ("Correspondent") to the currency of the place of payment, then such conversion shall be at the Correspondent's conversion rate at time of payment.**

**Other Services.** We may provide you other services through the Digital Banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

**Security Procedures.** By entering into this Agreement and using our Digital Banking and Digital Services to perform transactions from Business Accounts, you agree to comply with all of our present and future Security Procedures with respect to transactions and services covered by this Agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our Security Procedures are contained in this Agreement and in other written procedures we may provide to you. In addition, more information on keeping your information secure can be found here:

<https://www.wsbonline.com/resources/security-tips>.

You acknowledge receiving the Security Procedures enumerated in this Agreement and other documents we may provide to you. You agree that our current Security Procedures are commercially reasonable in the context of your business operations. We may at any time change our Security Procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this Agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our Security Procedures the highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any Security Procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such Security Procedure to detect such errors, regardless of the manner in which we apply such Security Procedures.

**Indemnification.** If you are a Business or an individual performing transactions from a Business Account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorneys' fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a Business Account or (ii) your breach of this Agreement.

## **END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESSES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS**

### **DEFINITIONS**

Certain terms used in this Agreement are defined in the portion of this Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicated below, unless otherwise specified in a particular section of this Agreement:

"Account(s)" means any Deposit Account(s) and/or Credit Account(s) that you may have with us.

"Account Agreement(s)" means the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time.

"ACH Transaction" means an electronic fund transfer made between financial institutions across the Automated Clearing House network.

"Agreement" means all terms and conditions defined in this Digital Banking Services Agreement.

"Applicable Law" means federal laws and regulations and, to the extent not preempted by federal law, the laws and regulations of the State of Wisconsin.

"Available Funds" means the balance in a Deposit Account, which includes collected funds on deposit minus any pending debits such as debit card authorizations.

"Bill Pay" means the online bill payment service offered by WaterStone Bank and any associated Service Provider as described in this Agreement.

"Business" means a corporation, partnership, limited liability company, association or some other form of business entity that uses the Digital Services for other than personal, family or household purposes.

"Business Day" means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement, even

if WaterStone Bank is open for any business on such days.

"Consumer" means a natural person that uses Digital Services for personal, family or household purposes.

"Credit Account(s)" means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.

"Credit Account Agreement(s)" means collectively and as applicable, except as otherwise indicated in this Agreement, the promissory notes, credit agreements, mortgages, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Credit Accounts with us.

"Cut-Off Time" means the time of day that Payments to be processed that day shall be processed, after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

"Deposit Account(s)" means any checking account, money market deposit account, savings account, certificate of deposit, or other eligible deposit account you may have with us.

"Deposit Account Agreement(s)" means collectively and as applicable, except where otherwise indicated in this Agreement, the Bank's Consumer Deposit Account Agreement and its Business Deposit Account Agreement and associated Fee Schedules and agreements governing certificates of deposit, each as amended from time to time. Information regarding the balance requirements and interest that may be earned on interest-bearing deposit account(s) may be found in your Deposit Account Agreements and related disclosures.

"Digital Device" means desktop computer, laptop computer, tablet, mobile phone, or other Internet-enabled access device.

"Digital Services" means Digital Services accessed through a Digital Device.

"Digital Transactions" means any transactions that you may initiate with and/or request from WaterStone Bank through Digital Services.

"Due Date" or "Deliver By Date" or "Delivery Date" means, for purposes of Bill Pay, the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee, considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

"Electronic Funds Transfer" or "EFT" are used as defined in the Electronic Funds Transfer Act and Bureau of Consumer Financial Protection Regulation E to mean an electronic transfer of funds initiated by a Digital Device or similar device to or from a consumer's Deposit Account, such as Digital Transfers.

"Enrollment Form" means your electronic Auto Enroll" acceptance or paper enrollment form accepted by us that designates those of your Accounts that you wish to access using Digital Banking and such additional services, including the Bill Payment Service or eStatements Service that you request to use and we may approve from time to time.

"eStatements" means the online service offered by WaterStone Bank permitting you to view your current Account statements for your Accounts on a secure website as described in this Agreement.

"External Transfer" means a transfer between your Accounts with us and your Accounts at other financial institutions.

"Fee Schedule" means the fee schedule provided to you at the time of Deposit Account opening, as revised or updated from time to time, applicable to Deposit Accounts and to Digital Services.

"Funding Account" means, for purposes of Bill Pay, the checking or similar Account designated by you and from which we may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Internal Transfers" means electronic transfers of funds between your eligible Accounts.

"Losses" means any and all kinds of claims, fines, penalties, fees, costs, expenses, damages and liabilities including (without limitation) attorneys' fees and litigation costs. "Mobile Deposit" means a deposit of a check as defined in Federal Reserve Board Regulation CC to your checking, savings, or money market savings Accounts (Mobile Deposit Accounts) from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Checks and transmitting the digital images and associated deposit information to WaterStone.

"Mobile Device" means a mobile phone, tablet, or other equipment with a mobile carrier, operating system, data plan, software, and hardware supported by us now or in the future.

"NACHA" means National Automated Clearing House Association, which manages the administration, development, and governance of the ACH Payment network.

"Network" means any electronic funds transfer network through which funds are transferred to a recipient or transferred by a sender, including NACHA and applicable card networks.

"One-Time Payment" means, for purposes of Bill Pay, a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

"Payee" means, for purposes of Bill Pay, the individual, business or other entity to which you intend to send a payment through Bill Pay and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize us to remit payments on your behalf through Bill Pay.

"Payment" means, for purposes of Bill Pay, the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

"Payment Amount" means, for purposes of Bill Pay, the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Bill Payment Service shall remit to the Payee.

"Payment Date" or "Withdraw On Date" or "Withdrawal Date" means, for purposes of Bill Pay, the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient Available Funds must exist in the Funding Account.

"Privacy Policy" means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.

"Process Date" means, for the purposes of external transfers, the date that we originate transfer payments on your account. This is typically the date of the scheduled external transfer debit or 1-2 Business Days for an external transfer credit.

"Recipient" means the receiver to whom the sends transfers funds

"Recurring Payment" means, for purposes of Bill Pay, a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

"Scheduled Payment" means, for purposes of Bill Pay, the payment instructions you establish within Bill Pay in order to properly direct funds from the Funding Account that you designate to the Payee that you designate.

"Sender" the individual that sends funds to another individual.

'Service Provider' means, for purposes of Bill Pay and PEOPLE PAY, any third party with whom we have contracted from time to time to provide the Bill Pay and PEOPLE PAY service.

"Transfer" means an electronic movement of funds from an account to another account

"U.S." means United States.

"You" or "Your" means each Consumer or Business that has enrolled in Digital Banking and Digital Services. In addition, "you" and "your" refer to each person who accepts an Enrollment Form or is otherwise authorized to use the Digital Services.

"WaterStone", "WaterStone Bank", "Bank", "we", "our", or "us" means WaterStone Bank SSB.