



Personal Online Banking and Bill Pay Service Agreement

- 1. Introduction:** This Online Banking Agreement ("Agreement") between Madison National Bank ("Madison") and you governs your use of Madison's online banking service for accessing your eligible accounts, banking, and other financial services as described herein ("Online Services") and contains the terms and conditions for use of such services. Upon your initial sign-on or your first sign-on after the Agreement has been updated to the online banking service, you will be asked electronically to "Accept" or "Not Accept" the terms and conditions set forth in this Agreement. By accepting electronically, you agree, as our customer, to be bound by the terms hereof and such other terms and conditions as shall be imposed from time to time by Madison on notice to you, as provided herein. By using the Online Services, you agree to abide by the terms and conditions of this Agreement.

- 2. Meaning of Certain Words:** In this agreement, the following terms have the meanings described herein:
 - **Access ID:** The identification code assigned by you that will allow you to access your account(s) using Madison's Online Banking Service.
 - **Account:** A credit or deposit account, you have or may have at Madison that you have designated for access under the Online Services and which is an eligible account. Each of your accounts at Madison is also governed by the applicable account disclosure statement.
 - **Account Disclosure Statement:** Madison's standard terms and conditions that apply to the applicable account.
 - **Agreement:** This agreement, all supplements hereto and all other agreements referred to herein or incorporated by reference herein.
 - **Available Balance:** The balance in an account after crediting only those deposits that have been collected and made available to Madison, which shall include deposits that have been made available to you under Madison's funds availability schedule.
 - **Bank, we, us and our:** Madison National Bank and its various branches.
 - **Branch:** A branch office of Madison National Bank.
 - **Business Day:** Any day other than a Saturday, Sunday or Bank Holiday.
 - **Credit Account:** One of the accounts described as a "Credit Account" that may be listed under eligible accounts.
 - **Credit Line:** Any line of credit you have or may have at Madison that may be listed under eligible accounts that you have designated as a credit line to be accessed under the Online Services.
 - **Deposit Account:** One of the accounts described as a "Deposit Account" that may be listed under eligible accounts.
 - **Funds Availability Schedule:** Means the schedule that sets forth the availability of funds deposited to your Account(s). It provides information to allow you to determine when funds you deposit or receive for credit to your Account(s) are available for transfer or withdrawal.
 - **Online Bill Pay or Online Bill Payment:** The use of a computer, web browser, access ID and password to pay a bill or make any other payment to a payee from an account.
 - **Online Bill Pay Account(s):** The account(s) maintained by you at Madison, described under eligible accounts, through which you agree online bill pay transactions shall be conducted and the account(s) from which funds will be withdrawn to make Online Bill Payments. Only a Madison checking account may be utilized as an Online Bill Pay Account.
 - **Online Bill Payment Services:** The services made available by Madison under this Agreement for Online Bill Payment.
 - **Online Banking:** The use of a computer, web browser access ID and password to conduct, by access to the Online Services, banking transactions hereunder, including, without limitation, online bill payments, if such Online Service is selected by you pursuant to the notification provisions hereof.
 - **Online Banking Services:** The Online Services described herein that are provided to approved Madison customers under this Agreement to enable such customers to conduct the banking transactions described herein through the Madison website.
 - **Password:** The code that has been selected by you to use in conjunction with your access ID in accessing your account(s) through Madison's Online Banking Service (and any change to that password that you have made) and that you must have to conduct Online Banking.
 - **Payee:** The person or merchant (for example, another bank where you have your mortgage or the power company) to whom an online bill payment or other payment is made payable.
 - **Payment On Date:** The date that you select to make an online bill payment, which is the date the funds are deducted from your online bill pay account, or the next business day, and should be at least two (2) business days for electronic payments and five (5) business days for check payments before the payment needs to be received by the payee.
 - **Statement Account:** A checking, NOW, savings or other non-passbook account for which transaction activity is reported to the accountholder on a periodic statement.
 - **Statement Balance:** The balance in an account after crediting all deposits (including deposits that have not yet been collected by Madison) and deducting all withdrawals.
 - **URL:** Uniform Resource Locator. The URL is the address used to define the location of a resource on the internet.
 - **Web Browser:** The versions of a commercially available application program that has been approved by Madison for use with Madison's Online Banking Service to look at and interact with all the information on the internet and the World Wide Web, including the information contained on the Madison website. Web browsers use the hypertext transfer protocol to make requests of web servers throughout the internet on behalf of the browser user.
 - **You and your:** The person who is authorized to have access to your account(s) through Madison's online banking service in accordance with the terms of this Agreement.
 - Any reference to a time in this Agreement (e.g., 10:00 p.m.) shall be to Eastern Standard Time.

Personal Online Banking and Bill Pay Service Agreement (Continued)

- 3. Types of Available Transfers and Services:** You may use Madison's online banking services to do the following:
- Balance Inquiry:** Inquire as to the balance, including the available balance, in your account and obtain account activity information for your accounts. You can obtain balance and transaction history on all accounts that are enrolled in Madison's online banking. Account balance and transaction history may reflect activity through the close of the previous business day.
 - Transfer Fund:** Transfer funds between your qualifying Madison accounts on either a one-time or a recurring basis (subject to the legal restrictions described herein). Where a transfer is made from a deposit account, the deposit account must be a statement account.
 - View Images of Checks and Periodic Statements:** You can view images of checks that you have written and been paid against your account(s). This does not include images of checks that have been originated through the use of our online bill pay service. In addition, you can view images of your periodic statement once they have been produced.
 - Online Bill Pay:** Use funds in your bill pay account to pay a bill or to make any other payment to a merchant, institution or individual with a U.S. address.
 - New Services:** Madison may, from time to time, introduce new online banking services and notify you of the existence of these new services as they become available. Such services generally will be made available to you, at your election, upon your specific acknowledgment that the terms contained herein shall apply to those services and further subject to your agreement to be bound by any new conditions required by Madison with respect to those services.
- 4. Stop Payment Requests:** A stop payment order may be placed on a check that you have written against your account that has not been paid. Stop payment orders will generally be placed on your account the same day the request was submitted and will remain in effect for 180 days. If you wish to have the stop payment in effect for more than 180 days, you will need to submit subsequent requests after the expiration date of the stop payment that is currently in effect either through our online banking service, in writing or by visiting one of our branch locations.
- By placing a stop payment using the Bank's online banking service, you agree to the following: (i) The burden of establishing the fact and amount of any actual damage resulting from the Bank's payment of this the item(s) while the stop payment is effective rests solely with you, and the Bank will succeed to all of my rights against third parties to the extent of any payment made by the Bank. (ii) It is understood by you, that the use of a valid access ID and password will be accepted as your authorization to the bank in writing to place the stop payment and to assess the prevail stop payment fee as listed to the Bank's "Schedule of Service Fees" that was furnished to you at the time you opened your account(s) with us.
 - To be effective, this type of stop payment request must precisely identify the check number, amount and name of the payee. Madison National Bank shall have no responsibility to determine the accuracy of such information.
 - The Bank shall provide you notice of the actual stop payment of a check by making such information accessible to you through our online banking service and a confirmation notice will be mailed to you via the US Postal service.
- 5. Certain Account Transfer Restrictions:** Transfers of funds from accounts are subject to the restrictions contained in the applicable account disclosure statement. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.
- 6. Requirements:** To access your account(s) through our online banking service, you must have an eligible account, an access ID and password. In addition, you must have access to the internet and use of a web browser that is certified by us to use with our online banking service. For a list of web browser that are certified for use with our online banking service, click [here](#).
- 7. Hours of Accessibility:** You can access your account(s) through our online banking service seven days a week, 24 hours a day. However, at certain times, some or all of our online banking service may not be available due to system maintenance. During these times, you may use our telephone banking facility, an ATM or one of our branch locations to conduct your transactions. If a request to transfer funds through our online banking service is completed before 5:00 p.m. on a business day, the transfer will be posted to your account the same business day. If a request to transfer funds is completed after 5:00 p.m. on a business day or anytime on a Saturday, Sunday or Bank Holiday, the transfer will post to your account the next business day.
- 8. Your Password:** Your password acts as your signature. You can change your password at any time. For your protection, you should memorize your password and not keep any notation of your password on or with your computer. The password assures that only you can access your account(s).
- YOU AGREE NOT TO ALLOW ANOTHER PERSON TO USE YOUR PASSWORD AND NOT TO GIVE YOUR ACCOUNT NUMBER(S) OR PASSWORD TO ANYONE.** If you do, you will be responsible for any money withdrawn or transferred from your account(s) when such person uses your Password.
 - You agree that if your password is lost, misplaced or stolen, or if you believe that someone has transferred or may transfer money from your account(s) without your permission, you will notify us immediately by telephone and within ten (10) in writing. The Bank's telephone number and address are listed at the end of this document.
 - For your protection, we recommend that you change your online password regularly.
 - Your role is extremely important in the prevention of any wrongful use of your account(s). You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately notify us.
 - In addition to protecting your password and Account information, you should take precautions to your personal identification information, such as your driver's license, social security number, etc. This information by itself or together with information on your account(s) may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your password and account information.
- 9. Unauthorized Transactions in Your Bank Account(s):**
- You should notify us at once if you believe another person has improperly obtained your online password. Also, notify us if someone has transferred or may transfer money from your account(s) without your permission, or if you suspect any fraudulent activity in any of your accounts. Only reveal your account numbers to a legitimate entity for a purpose you authorize (such as your insurance company for

Personal Online Banking and Bill Pay Service Agreement (Continued)

automatic payments). To notify us, you may visit your local branch or call or write to us at the telephone number and address listed at the end of this document.

- b. If you inform us orally of any wrongful use of your account(s) or of any error on your statement, we will require that you submit your complaint to us in writing within ten (10) business days. We will inform you as to the results of its investigation within ten (10) business days (twenty [20] business days in the case of a transaction that occurred on an account within thirty [30] calendar days after the first deposit into the Account was made) after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days (ninety [90] days in the case of a transaction that occurred on an account within thirty [30] calendar days after the first deposit into the account was made) to investigate the complaint or question. If we decided to do this, we will re-credit your account within ten (10) business days (twenty [20] business days in the case of a transaction that occurred on an account within thirty [30] calendar days after the first deposit into the account was made) for the amount you think is in error (minus any amount to be withheld) in order that you may have the use of the money during the time it takes us to complete our investigation. We require your complaint to be in writing. If we do not receive your written complaint within ten (10) business days, we may elect not to re-credit your account.
- c. To report an error, you must: (i.) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; (ii.) tell us your name and account number; and (iii.) tell us the dollar amount of the suspected error. For a bill payment, tell us the account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- d. If we decide that there was no error, we will mail you a written explanation within three (5) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.
- e. All other questions regarding banking needs and services not related to your electronic fund transfers should be directed to the branch where your account(s) resides.

10. Liability for Unauthorized Transfers and Advisability of Prompt Reporting: Please tell us at once if you believe your online banking record or your password has been lost or stolen. Notifying us by telephone as soon as possible is the best way of limiting your losses. You could lose all of the funds in your account(s) plus the maximum available credit of your credit line.

- a. If your account statement shows transfers or other transactions that you did not make, notify us at once. If you receive an account statement showing an online banking transaction that you did not make and you do not tell us within sixty (60) days after the paper or online statement was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, such as extended travel or hospitalization, we will extend the time periods.
- b. If you believe that someone has made or may make an online banking transaction to or from your account(s) without your permission, call or write us at the telephone number or address listed at the end of this document. Telephoning is the best way of keeping your possible losses to a minimum.
- c. If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission to access a bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.
- d. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.
- e. Except as specifically provided in this agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, or by web browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Neither shall we nor the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, use or maintenance of the equipment.

11. Madison's Liability for Failure to Make Online Banking Transactions: If we do not complete an online banking transaction on time or in the correct amount according to this Agreement, we will be liable for your actual and proven losses or damages caused by such failure but not for any special or consequential damages, unless required by applicable law. However, there are some exceptions. We will not be liable, for instance:

- a. if you do not have enough available funds in your account or available credit in your credit line to make the transfer;
- b. if the online bill payment pay on date is not at least two (2) business days for electronic payments and five (5) business days for check payments, prior to the earlier of the date you want or expect the payee to receive the payment or the due date of such payment;
- c. if the payee has a mailing address outside the U.S or if the payment is to pay any taxes or to make any court-ordered or court-directed payments;
- d. if your computer malfunctions;
- e. if the web browser or the processing center of Madison or its agent that is used for online banking is not working properly and you knew or were advised by Madison or its agent about this when you made the online banking transactions;
- f. if circumstances beyond our control (such as fire, flood, computer failure, interference from an outside force, or improper transmission or handling of payments by a third party) prevent the online banking transaction from being properly made or completed despite reasonable precautions taken by us;
- g. if your password or online banking record has been reported lost or stolen or we have reason to believe that the online banking transaction is unauthorized;
- h. if your online banking record or online banking privileges have been suspended;
- i. if there may be other exceptions stated in the account and credit line agreements between you and Madison;

Personal Online Banking and Bill Pay Service Agreement (Continued)

- j. if the transaction would create an overdraft in your account;
- k. If there is a dispute about the account, or Madison has been ordered to pay to, or hold for, someone else the money in your account;
- l. if the funds in your account are subject to legal process or other encumbrances restricting such transfers;
- m. if a legal order directs us to prohibit withdrawals from the account;
- n. if your account is closed or if it has been frozen;
- o. if the transfer or bill payment would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
- p. if you, or anyone you allow, commits any fraud or violates any law or regulation;
- q. if any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly;
- r. if you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment; or
- s. if you have not properly followed the instructions for using Madison's Online Services.

12. Limitations on Frequency of Transfers and Dollar Amounts: You may use online banking and online bill pay as often as you want. Any online banking transfer made from an eligible account must not exceed your available balance in the account on the day the transfer is made. There are limits imposed by law on the number of transactions you can make from certain accounts. By law, you can make no more than six (6) preauthorized withdrawals or automatic transfers (including telephone, savings overdraft protection, or data transmission) from your regular savings or money market account during each statement period. Transfers made via our Online Services will be subject to these restrictions.

13. Privacy: Your online banking record information, including information about your account(s) or the transfers you make, is strictly confidential, and Madison will only disclose such information to third parties under the circumstances described in Madison's Privacy Policy (provided separately), as the same may be amended from time to time.

14. Additional Information: If you require any additional information regarding Madison's services or if you have other questions about your electronic transfers you may telephone us, write us or visit your local branch.

15. Your Right to Receive Documentation of Transfers: You will continue to receive a statement in the mail for each statement account. This statement will reflect all your transactions, including your online banking transactions, relating to such accounts. If you have requested online bill pay, then the monthly statement for your online bill pay account will also reflect your online bill payments as an electronic transfer.

16. Online Banking Fees and Charges:

- a. The Bank has minimum balance requirements and other charges that apply to the certain accounts, whether or not they are used for online banking services. We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement and either send a notice to you at the address shown on our records or send you an electronic mail message (i.e., an e-mail message). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the Accounts or Services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable account disclosure statement.
- b. There are no monthly or transaction fees for accessing your account(s) through our online banking service or for using the online bill pay service at this time. Other fees may apply. Please refer to the Bank's "Schedule of Service Fees" that was furnished to you at the time you opened your account(s) with us.
- c. Please note that fees may be assessed and billed separately by your online service provider.
- d. If Madison initiates any legal action to collect money owed to Madison under this Agreement, including any counterclaim, you agree to pay all costs incurred by Madison for such action, including any reasonable attorneys' fees.
- e. You agree to pay promptly all applicable fees and charges for services provided under this Agreement and in connection with your accounts and authorize us to charge any of your Madison accounts that you have designated as online banking account(s) or any other account for the fees.

17. Recording of Phone Calls and E-mails: By entering into this Agreement, you authorize Madison and its agents to monitor, record, copy, and retain any phone call made to or e-mail sent to Madison or its agent concerning Madison online banking or bill pay services.

18. Other Rules: Online banking transactions will also be subject to Madison's various account agreements and account disclosure statements.

19. Amendments: Madison may, from time to time at any time, change this Agreement by sending you an e-mail notice, mailing a notice, posting notice of such change in Madison's branch where you maintain your account(s) or otherwise posting such notice or revised Agreement through the Madison website. However, if the change results in (i) increased or new fees or charges, (ii) increased liability for you, (iii) fewer types of available Services or (iv) stricter limitations on the frequency or dollar amounts of transfers, then at least thirty (30) days before the effective date of the change, Madison will either electronically send to you an e-mail notice or mail to you a written notice. By entering into this Agreement you consent to receiving all applicable notices via electronic means or by posting as described herein.

20. Termination: Madison may cancel your access to the Online Services without prior notice if there has been no online banking or bill pay activity for a period of three (3) consecutive months or for any other reason. Madison also may, at any time, cancel all or part of the services it offers to customers generally.

Personal Online Banking and Bill Pay Service Agreement (Continued)

- 21. Assignment:** Madison may assign this Agreement to its parent corporation or to any now-existing or future direct or indirect subsidiary of its parent corporation. Madison also may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
- 22. Entire Agreement:** This Agreement, and any changes to it by Madison, constitutes the entire understanding between Madison and you with respect to the subject matter of this Agreement.
- 23. Other Agreements:** Madison and you are still bound by the terms, conditions and fees imposed by any other agreements that you have entered into with Madison, unless such terms, conditions and fees have been explicitly changed by this Agreement.
- 24. Waiver:** Madison shall not be deemed to have lost any of its rights because they have not been exercised.
- 25. Invalidity of any Provision:** If any provision stated in this Agreement or in any applicable account agreement is held to be unenforceable, the remaining provisions shall remain in effect.
- 26. Applicable Law:** The following rules will apply to the extent there is no applicable federal law or regulation. If the account or service you are accessing via the Madison website is maintained through Madison, this agreement will be governed by and interpreted in accordance with the laws of the State of New York. In all other cases, this Agreement will be governed by and interpreted in accordance with the laws of the state in which the primary office of the bank maintaining your account or providing the service is located.
- 27. Arbitration:** In the event of a dispute arising under or relating in any way to this agreement, you and we agree to resolve disputes by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.
- 28. Eligible Accounts:** All Deposit Accounts and certain loan accounts are eligible to be accessed using Madison's online banking service.
- 29. Madison Contact Information:**

Mailing Address: Madison National Bank
Attention: Online Banking Customer Service
888 Veterans Memorial Highway, Suite 400
Hauppauge, New York 11788

Telephone Number: 1-888-660-0900

Website: www.MadisonNational.com

Bill Pay Service Agreement

- 30. Introduction:** This Online Bill Pay Service Agreement ("Agreement") between Madison National Bank ("Madison") and you governs your use of Madison's online bill pay service and contains the terms and conditions for use of such service. Upon your initial sign-on or your first sign-on after the Agreements has been updated to the online banking service, you will be asked electronically to "Accept" or "Not Accept" the terms and conditions set forth in this Agreement. By accepting electronically, you agree, as our customer, to be bound by the terms hereof and such other terms and conditions as shall be imposed from time to time by Madison on notice to you, as provided herein. By using the online bill pay service, you agree to abide by the terms and conditions of this Agreement.
- 31. General Terms:** Your use of the online bill pay service means that you agree to the terms and conditions set forth. The addresses, telephone numbers, and other information, rights and responsibilities contained in this online bill pay service agreement are limited to online bill pay service related activities.
- 32.** To activate our online bill pay service you must have a valid access ID and password for our online banking service and an eligible bill pay account (i.e., checking account) in good standing with us. We reserve the right to determine, at our sole discretion what constitutes an account in "good standing". Once you have successfully accessed our online banking service, you will need to initiate an application for bill payment privileges. Upon receiving the application, we will approve and activate the online bill pay service or disapprove and contact you within a reasonable time frame.
- 33.** You may select payees located within the United States to pay using our bill payment service, subject to our and the payee's approval with the following exceptions: **You agree NOT to use the bill payment service to pay payees to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.**
- 34.** To use our Bill Payment Service, you must provide sufficient information online to us to properly identify your Payees, direct your payment and permit the Payee to identify you as the payment source upon receipt of a payment. You must complete all required fields with accurate information, as directed by the Bill Payment Service screen messages. By providing us with the names and account information of these Payees to whom you wish us to direct payment, you authorize us to follow the instructions that we receive through the Bill Payment Service. You further authorize us to update or change any of your Payee information as requested or provided by your Payee.

Personal Online Banking and Bill Pay Service Agreement (Continued)

- 35. We shall not be responsible for any charges imposed or any other action, by a payee resulting from a late payment, including any applicable finance charges and/or late fees unless we cause processing delays that cause your payment to be late.**
- 36. Your Responsibilities:** You agree to have sufficient available funds or available credit in the “Pay From” account on the “Pay On Date” for transactions you schedule. We will not be obligated to follow any instructions unless and until there are sufficient available funds in your “Pay From” account (including any overdraft protection account or any other credit account supporting your “Pay From” account). You agree that we may from time to time at our option follow your instructions to make payments to a named Payee, even though a charge to or a debit from your “Pay From” account may cause you to exceed your credit limit, or bring about or increase an overdraft situation. In the event of an overdraft to your “Pay From” account, we may charge any other of your accounts for the amount of the overdraft, in order to remove the overdraft status on your account.
- 37. Delivery Method:** We remit two types of payments on your behalf to your Payees- electronic and paper check. If your Payee is capable of receiving payments electronically, we make every effort to transmit your payment electronically so that the Payee receives payments as quickly as possible. Other Payees that are not capable of accepting electronic payments are paid by a paper check issued on your behalf. The bill payment service screens will indicate the delivery method and lead time expected for each type of payment your Payee will ordinarily receive.
- 38. Liability for Unauthorized Transfers or Payments and Advisability of Prompt Reporting:** Please tell us at once if you believe your online banking record or your password has been lost or stolen. Notifying us by telephone at: **1-866-748-9329** as soon as possible is the best way of limiting your losses. You could lose all of the funds in your account(s) plus the maximum available credit of your credit line.
- a. If your account statement shows transfers or other transactions that you did not make, notify us at once. If you receive an account statement showing an online banking transaction that you did not make and you do not tell us within sixty (60) days after the paper or online statement was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, such as extended travel or hospitalization, we will extend the time periods.
 - b. If you believe that someone has made or may make an online banking transaction to or from your account(s) without your permission, call or write us at the telephone number or address listed at the end of this document. Telephoning is the best way of keeping your possible losses to a minimum.
 - c. If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission to access a bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.
 - d. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.
 - e. Except as specifically provided in this agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, or by web browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Neither shall we nor the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, use or maintenance of the equipment.
- 39. Online Bill Pay Fees and Charges:**
- a. The Bank has minimum balance requirements and other charges that apply to the certain accounts, whether or not they are used for online banking services. We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges or other material terms, we will update this Agreement and either send a notice to you at the address shown on our records or send you an electronic mail message (i.e., an e-mail message). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the Accounts or Services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable account disclosure statement.
 - b. There are no monthly or transaction fees for accessing your account(s) through our online banking service or for using the online bill pay service at this time. Other fees may apply. Please refer to the Bank’s “Schedule of Service Fees” that was furnished to you at the time you opened your account(s) with us.
 - c. Please note that fees may be assessed and billed separately by your online service provider.
 - d. If Madison initiates any legal action to collect money owed to Madison under this Agreement, including any counterclaim, you agree to pay all costs incurred by Madison for such action, including any reasonable attorneys’ fees.
 - e. You agree to pay promptly all applicable fees and charges for services provided under this Agreement and in connection with your accounts and authorize us to charge any of your Madison accounts that you have designated as online banking account(s) or any other account for the fees.
- 40. Online Bill Pay Service and Limits:**
- a. The services allow you to schedule bill payments through Madison’s online banking service.

Personal Online Banking and Bill Pay Service Agreement (Continued)

- b. You can arrange, at your option, for the payment of your current, future and recurring bills from a designated account, up to a maximum of \$20,000 per payee at any given time.
- c. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual approved by Madison for payment through the services

41. Canceling Payments: You have the right to stop or change any scheduled or pending payment. You must cancel the payment by no later than 2:00 p.m. EST (the processing cutoff time) of the pay on date of the item. Once the processing cutoff time has past on the “pay on” date, the item will change from “scheduled” and will show as “processed” on the system and cannot be canceled. You may not stop a payment after the cutoff time has passed.

42. Merchant or Payee Limitation:

- a. We reserve the right to refuse to pay any Payee whom you may designate for a payment. We will notify you promptly, if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to pay tax or court related payments or payments to Payees located outside the United States, each of which is prohibited under this agreement.
- b. You agree not to use EBP to make any tax payment or any court-directed or court-ordered payments or to make a payment to a Payee that has a mailing address outside the U.S. You agree that if you attempt to make such payments, Madison and its agent will not be responsible for that payment.

43. Termination:

- a. Your online bill pay services may be canceled at any time by Madison without prior notice to you due to insufficient funds in one of your accounts. After cancellation, the services may be reinstated, once sufficient funds are available in your Accounts to cover any fees and other pending transfers or debits.
- b. If you do not schedule or process a bill payment transaction via Madison’s online bill pay service for any three (3) month period, Madison reserves the right to disconnect your service. Please note it is possible that your bill payment information will be lost if you are disconnected.
- c. If, for any reason, you should ever wish to cancel your online bill pay service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service by deleting those payments yourself. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your account(s) until you notify us otherwise.

44. Other Agreements: Madison and you are still bound by the terms, conditions and fees imposed by any other agreements that you have entered into with Madison, unless such terms, conditions and fees have been explicitly changed by this Agreement.

45. Waiver: Madison shall not be deemed to have lost any of its rights because they have not been exercised.

46. Invalidity of any Provision: If any provision stated in this Agreement or in any applicable account agreement is held to be unenforceable, the remaining provisions shall remain in effect.

47. Applicable Law: The following rules will apply to the extent there is no applicable federal law or regulation. If the account or service you are accessing via the Madison website is maintained through Madison, this agreement will be governed by and interpreted in accordance with the laws of the State of New York. In all other cases, this Agreement will be governed by and interpreted in accordance with the laws of the state in which the primary office of the bank maintaining your account or providing the service is located.

48. Arbitration: In the event of a dispute arising under or relating in any way to this agreement, you and we agree to resolve disputes by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

49. Madison Contact Information:

Mailing Address: Madison National Bank
Attention: Online Bill Pay Customer Service
888 Veterans Memorial Highway, Suite 400
Hauppauge, New York 11788

Telephone Number: 1-866-748-9326

Website: www.MadisonNational.com