

## **Welcome to Westfield Bank's Online Banking Service.**

*Updated April 2021*

### **Introduction**

Our Online Banking Service offers customers convenient access to their accounts to permit balance inquiries, make electronic money transfers for payments on Westfield Bank loans, make electronic bill payments, review payment histories, permit downloading customer transaction information into commercially available budgeting and recordkeeping software and such other transactions as Westfield Bank may provide in the future ("Online Banking Service").

This Online Banking Agreement ("Online Banking Agreement") sets forth the terms and conditions that govern your use of Westfield's Online Banking Service. Please review this Online Banking Agreement carefully. This Online Banking Agreement is in addition to those applicable terms and conditions and disclosures of any account(s) you have with Westfield Bank, which you may access by clicking "Disclosures".

As used in this Online Banking Agreement, "you" or "your" refers to the Westfield Bank account holder authorized by Westfield Bank to use the Online Banking Service pursuant to this Online Banking Agreement and who has completed the Online Banking Service registration. "Westfield Bank," "Westfield," "We," "us," or "our" as used herein refers to Westfield Bank, FSB, and any agent, independent contractor, designee, or assignee Westfield Bank may, in its sole discretion, involved in the provision of the Online Banking Services.

BY ACCESSING YOUR ACCOUNTS THROUGH WESTFIELD'S ONLINE BANKING SERVICE AND BY ENTERING YOUR USERNAME AND PASSWORD AND CLICKING "ACCEPT" OR "LOGIN" YOU AFFIRMATIVELY ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS ONLINE BANKING AGREEMENT, AS MODIFIED FROM TIME TO TIME.

### **Online Banking Service Registration**

To use Westfield's Online Banking Service, you must have at least one account established at Westfield Bank, complete the Online Banking Registration, and agree to this Online Banking Agreement. Once these requirements are met, You are able to create an account with the user name and password of your choosing; however, the user name that you select cannot be the same as a user name that already exists in the Online Banking Service. Westfield Bank reserves the right to decline any applicant who does not meet our Online Banking Service requirements. Westfield's Online Banking Service can be used only to access the accounts you have authorization to access.

## **Username and Password**

You will determine your username and password and you will not communicate your password to Westfield Bank. You are solely responsible for the confidentiality and security of your password and your account numbers. Your username and your password are intended to provide against unauthorized entry and access to your accounts, and should be treated with the same care and confidentiality as your ATM and debit card PIN. You are responsible for all activities on your account if you give access to your account information, username or password to other persons, including third party service providers. You may wish to consider using a unique username and password for banking activities and consider not saving your password on your electronic devices. Upon three unsuccessful attempts to enter your password, your access to your accounts through Westfield's Online Banking System will be blocked and you will have to contact us at 800-368-8930 or clicking the "Forgot Your Password" to have your access reset and obtain a new temporary password.

## **Transfers**

When you instruct Westfield Bank to transfer funds to or from your accounts through Westfield's Online Banking Service, you are authorizing Westfield Bank to withdraw the necessary funds from the account you designate. Transfers initiated through Westfield's Online Banking Service for immediate delivery are posted to your account the same day. Transfers that are schedule for delivery on a future day are posted to your account on the next banking day following the scheduled day. A banking day is a day Monday through Friday, excluding legal holidays on which we are closed. Initially when setting up an external account and when required thereafter, Westfield Bank may verify the external account by performing a test transfer. This test transfer involves a minimal amount, and the test may include both credits and debits of the external account. To complete the external account verification, you will be required to provide us with the information regarding the test transfer. This verification process varies from test to test and may take a couple of days to complete. Once the external account is verified, then the transfer times listed here will apply for future transfers. For more information, please see the online instructions for setting up an external account.

## **Terms and Conditions of Your Account**

Account fees, overdraft protection, the number of transfers from bank accounts and the amounts that may be transferred are limited pursuant to the terms of your account agreements and disclosure for those accounts, which you may access by clicking "Disclosures".

## **Consumer Regulatory Disclosures**

This Online Banking Agreement is to be read in combination with Westfield Bank's Electronic Fund Transfers Your Rights and Responsibilities that governs all electronic transactions on consumer accounts ("Reg E Policy"). Your use of Westfield's Online Banking Services constitutes your review and agreement to the Reg E Policy.

PLEASE REVIEW THE REG E POLICY AS IT ADDRESSES WHEN WE MAY DISCLOSE INFORMATION ABOUT YOUR ACCOUNT TO THIRD PARTIES, OUR LIABILITY REGARDING FAILURE TO MAKE A TRANSFER AND YOUR RESPONSIBILITY FOR UNAUTHORIZED TRANSFERS.

### **Privacy**

It is the policy of Westfield Bank to collect, retain, and use the information about customers only where such information is believed to be useful and allowed by law to administer the business of Westfield Bank to provide products, services, and other financial opportunities to its customers. Your use of Westfield's Online Banking Service is covered by Westfield's Privacy Policy, as amended from time to time.

### **Security**

With the rapid growth in electronic commerce conducted over the Internet, Westfield Bank deploys online systems to facilitate the convenient delivery of services and to safeguard our customers' sensitive information. Westfield Bank considers the privacy of our customers' personal information an important element of their trust and confidence in the institution. Data transferred through Westfield's Online Banking Service is encrypted in an effort to provide transmission security. Further, Westfield Bank utilizes identification technology to verify that the sender and receiver of transmissions entered through Westfield's Online Banking Service can be properly identified by each other.

The Internet is inherently insecure and all data transfers, including email and chats, occur openly on the Internet and can potentially be monitored and read by others. We take appropriate steps to protect our customers' information, but Westfield Bank cannot and we do not warrant that all data transfers utilizing the Online Banking Service, emails or charts transmitted to and from us will be fully secure and not read by unauthorized third parties.

Westfield Bank maintains appropriate security standards to authenticate users of Internet banking, including requirement of usernames and passwords to customers who request electronic access to their accounts. By using any of the Online Banking Services, you agree not to give or make available your username or password to any person not authorized to access your account.

### **Warranty Disclaimer, Limitation of Liability and Indemnification**

THE ONLINE BANKING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT, EXCEPT TO THE EXTENT SUCH EXCLUSIONS ARE PROHIBITED BY APPLICABLE LAW.

WESTFIELD BANK IS NOT LIABLE TO YOU FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE ARISING FROM YOUR USE OF THE ONLINE BANKING SERVICES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE DUE TO ANY DEFECT, DELAY, SERVICE INTERRUPTION, OR PERFORMANCE FAILURE BY ANY THIRD PARTY, EVEN THOUGH WESTFIELD BANK MAY BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. WESTFIELD BANK IS ONLY RESPONSIBLE FOR LOSSES THAT ARE THE DIRECT RESULT OF OUR OWN NEGLIGENCE OR MISCONDUCT IN PERFORMING THE ONLINE BANKING SERVICES. WESTFIELD BANK HAS NO LIABILITY FOR FAILURE TO PERFORM ANY SERVICES OR FOR ANY DISRUPTION OR DELAY IN SERVICES IN THE EVENT SUCH FAILURE, DISRUPTION OR DELAY IS DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, FAILURE OR DISRUPTION OF ELECTRIC POWER, COMPUTER EQUIPMENT, TELECOMMUNICATION SYSTEMS, YOUR INTERNET SERVICE PROVIDER, OR WEATHER CONDITIONS.

WESTFIELD BANK DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WESTFIELD ONLINE BANKING SERVICES AT ALL TIMES OR FROM ALL LOCATIONS OF YOUR CHOOSING OR THE SECURITY OF YOUR INTERNET CONNECTION OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO YOUR COMPUTER OR INTERNET ACCESS.

Except to the extent that we are liable under this Online Banking Agreement or as set forth in the Reg E Policy, you agree to indemnify and hold Westfield Bank, its officers, directors, employees and agents harmless from all claims, demands, judgments and expenses (including reasonable attorneys' fees) arising out of or in any way connected with the performance of the Online Banking Services. You agree that this indemnification shall survive the termination of this Online Banking Agreement.

### **Equipment**

You are solely responsible for providing your own equipment and Internet connection, including, any and all associated costs or charges, for you to access Westfield's Online Banking Services.

### **Modifications**

Westfield Bank may modify this Online Banking Agreement at any time, from time to time, and supersedes any verbal conversations, other communications, and previous agreement, if any. Westfield Bank will provide you with electronic notice of any material changes to this Online Banking Agreement before such changes take effect. Your continuing use of the Online Banking

Services after the changes have been posted or after you have been otherwise notified, if applicable, will constitute your acceptance of the changes to this Online Banking Agreement. If you do not agree to the modifications, you must discontinue your use of the Online Banking Service before the changes take effect. Certain services or features may be subject to additional rules, guidelines and terms that will supplement this Online Banking Agreement. You will be presented with the supplemental terms, if any, at the time you set up or register for such features.

## **General**

You may not assign your rights under this Online Banking Agreement to any party without our express written consent. We may assign our rights and responsibilities under this Online Banking Agreement without prior notice to you. If any part of this Online Banking Agreement is found to be invalid pursuant to law, it will not alter or affect the validity of any of the remaining parts of this Online Banking Agreement, which will remain in full force and effect. A waiver by Westfield Bank or you of any right(s) under this Online Banking Agreement will not act as a continuing waiver of any future right or obligation.

## **Termination**

Unauthorized use of the Online Banking Service will result in the immediate termination of your access to the Online Banking Service. We reserve the right to terminate your access to or use of the Online Banking Service or any portion thereof with or without notice for any reason including without limitation, your violation of this Online Banking Agreement. Westfield Bank will have no liability to you for such termination. Termination of your access to the Online Banking Services does not relieve you of your obligations set forth in this Online Banking Agreement.

## **Applicable Law**

Your use of Westfield's Online Banking Service is subject to and governed by all applicable federal laws and the laws of the State of Ohio, regardless of where you live, work or access Westfield's Online Banking Service.

## **Contact**

In the event you experience a problem with your username or password, please contact the Bank immediately. You may contact our Customer Resource Center at 800-368-8930 or send us an email at [westfield-bank@westfield-bank.com](mailto:westfield-bank@westfield-bank.com).