

BANKWELL BANK

DIGITAL BANKING ACCESS AGREEMENT

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1. DESCRIPTION OF AGREEMENT AND DIGITAL BANKING SERVICES

This Digital Banking Access Agreement ("Agreement") is a contract that governs your ability to receive certain electronic banking services provided by Bankwell Bank ("Digital Banking"). By using Digital Banking, you accept and agree to all of the terms and conditions contained in this Agreement and accept responsibility for your use of Digital Banking in accordance with the terms of this Agreement.

The terms and conditions in this Agreement are in addition to, and do not cancel or supersede, any other Bank Account Agreements, rules, disclosures, procedures, standards, policies, or signature cards relating to your deposits, loans or other business relationships with the Bank (collectively, the "Account Disclosures"). Except as provided in this Agreement, all of the terms, conditions, agreements, disclosures, and fees set forth in the Account Disclosures, as the Bank provides and amends them from time to time, shall remain in full force and effect. Additionally, your access to and use of Digital Banking, including additional services offered today and in the future, will be subject to all of the terms or instructions that may appear on a screen when you activate, access or use Digital Banking, the rules and regulations of any funds transfer system used in connection with Digital Banking, and applicable state and federal laws and regulations, all as amended from time to time.

This Agreement, as it may be amended from time to time by Bank, is available on our website where you sign into Digital Banking, at <http://www.mybankwell.com/>. Each time you access your accounts through Digital Banking, you acknowledge receiving a copy of this Agreement in a form you can keep, you acknowledge your receipt and understanding of the Agreement and you agree to be legally bound by this Agreement.

2. DEFINITIONS

As used in this Agreement, the following terms have the meanings given below:

"Bank" means Bankwell Bank.

"Bank Account Agreement" means the agreement governing your Consumer Account or Small Business Account at the Bank, as applicable, as amended from time to time.

"Business Day" means Monday through Friday and excludes Saturdays, Sundays, Federal holidays and days on which the Bank is closed.

"Consumer Account" means a deposit account or a loan account owned by one or more individuals and used for personal, family or household purposes.

"Small Business" means a sole proprietor, non-consumer business entity, and an individual owner, or owners, of the business, unless the context indicates otherwise. This Agreement includes additional or different terms and conditions with respect to Services received by a Small Business.

"Small Business Account" means a deposit account or a loan account that is not a Consumer Account, including business and other non-personal accounts held by a Small Business.

"Transfer" and "transaction" mean any transfer of funds from or to your accounts at the Bank through Digital Banking, including the Mobile Banking Service (defined below).

"User" means any individual you allow to access Digital Banking.

"We," "us" and "our," mean the Bank.

"You," "your" and "Customer" mean the account holder authorized by the Bank to use Digital Banking and anyone else who you allow to access Digital Banking (such as a User).

Other terms defined in this Agreement shall have the meanings assigned to them by the applicable provisions of this Agreement.

3. TERMS AND CONDITIONS OF DIGITAL BANKING

A. Access Requirements

To access your accounts through Digital Banking, you must have an active, eligible Bank deposit account or loan, and you must enter your user identification ("Username") and password ("User Password") for Digital Banking. You may contact us to find out which accounts are eligible. When you sign up for Digital Banking you will create a Username and User Password for each User.

In addition to use of your Username and User Password, you must also comply with any other security procedures of Digital Banking, including those that we may establish from time to time. We may ask you to sign an amendment to this Agreement in connection with such additional security procedures. Such additional security procedures may require special hardware, software or third-party services. If you do not comply with all of these required security procedures, you will use Digital Banking entirely at your own risk.

You acknowledge that if you download software to your cell phone or other devices that enables you to access the Mobile Banking Service, the Bank does not sanction the use of any third-party software for Digital Banking. You further acknowledge that third parties may offer such applications to cell phone users without our knowledge or approval. If you download such third-party software, you do so entirely at your own risk.

We reserve the right to change these requirements at any time, and from time to time, with appropriate notice to you.

B. Digital Banking Services - General

Digital Banking provides several services that allow you to manage your Consumer Accounts or Small Business Accounts from your home or office on your computer. The Digital Banking services (each a "Service" and collectively the "Services") include, but are not limited to: (1) viewing account balances and reviewing transaction history, including accessing e-Statements, for accounts registered with the applicable service; (2) transferring funds between accounts, including preauthorized transfers (to the extent permitted by the applicable Bank Account Agreement and Account Disclosures); (3) paying your bills online (provided

that you first agree to an additional agreement for the Bank's bill payment service); and (4) communicating directly with us through e-mail. Digital Banking also includes our Mobile Banking Service, described below.

Each service that we provide through Digital Banking, now or in the future, may be subject to its own separate agreement, and you agree to be bound by any and all terms, conditions and rules that we communicate to you about each such service.

If you are a consumer, you represent and warrant to us that you will use Digital Banking and its services solely for personal, family or household purposes and not for business or commercial purposes.

C. Mobile Banking Service Terms

In addition to the other terms and conditions in the Agreement, your use of our mobile banking service ("MBS") is subject to the terms and conditions of this section of the Agreement (the "MBS Terms"). In the event of a conflict or inconsistency between the MBS Terms and the Agreement, the term or terms of the MBS Terms will control, unless otherwise provided in these MBS Terms. The MBS allows you to access certain Digital Banking Services via a cell phone, smart phone, tablet, or other handheld device ("Mobile Device"). We may offer additional MBS services and features in the future. Any added MBS services and features will be governed by these MBS Terms and the Agreement, and by any terms and conditions provided to you at the time the new MBS service or feature is added or at the time of enrollment for the feature or service, if applicable.

- **Amendment, Termination or Suspension of Service.** We may terminate or suspend all or any part of the MBS at any time, in our discretion, without notice to you, and without liability to you. No termination of the MBS or any part thereof will affect your liability or obligations under these MBS Terms or the Agreement accruing prior to the date of termination or any provisions of these MBS Terms or the Agreement which, by their nature or by express provision, are intended to survive termination. When you ask us to activate the MBS, and each time you use or allow others to use the MBS, you confirm your agreement to abide and be bound by these MBS Terms. The Bank may limit the types and number of accounts eligible for access through the MBS at any time.
- **MBS Features and Functions.** The MBS allows you to access certain Digital Banking Services, which are described in the Agreement. Certain features and functions available through Digital Banking may not be available using the MBS.
- **Access to MBS.** To access the MBS, you must have a Mobile Device. MBS is available by web browser or through an application you can download to your Mobile Device. The MBS may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and Mobile Devices. The technical standards required to access and use the MBS (the "Mobile Technical Standards") may vary among the types of Mobile Devices and telecommunications carriers that support the MBS and may be updated from time to time by the carriers. You are responsible for satisfying any Mobile Technical Standards. Those Mobile Technical Standards that carriers have provided to the Bank are found on our website. You understand and agree that telecommunication carriers may modify the supported Mobile Devices and/or the Mobile Technical Standards at any time, without prior notice, and that Licensor, the telecommunication carriers and the Bank shall not be liable to you for your failure to access or use the MBS due to any such modifications.

We reserve the right to refuse or cancel your registration for the MBS if we cannot verify information about your Mobile Device. Access to the MBS requires the use of a Username and User Password, or other security procedure we may offer now or in the future that you select. All terms and conditions in the Agreement relating to Usernames and User Passwords for the Digital Banking Services apply to the use of your Usernames and User Passwords for the MBS.

You agree that the Bank may collect information about your Mobile Device, system and application software in connection with offering and operating the MBS and to enhance your experience when using the MBS. To read our privacy statement, visit our website.

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

The Bank maintains the right to contact you via your Mobile Device as a means to relay important account information or information about the use of the MBS for as long as you are enrolled in the MBS.

For assistance with our Mobile Bank Service visit our website, call (877) 715-3265 or visit a local branch of the Bank. Do not attempt to communicate with a Bank representative via SMS Text Messaging or any form of unencrypted electronic message.

- **Third-Party Fees.** You are solely responsible for fees, including for web access, cellular and/or data or text message charges, that may be billed by your mobile carrier based on your individual plan. Check with your mobile carrier for details on specific fees and charges that may be applicable.
- **Mobile Banking Service Limitations.** It is important that you understand the limitations of the MBS, including but not limited to the following:

The balance of each deposit account you link to the MBS may change at any time as we process items and fees against your Accounts, and the information provided to you through the MBS may become quickly outdated.

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

There may be technical or other difficulties related to the MBS. These difficulties may result in loss of data, personalized settings or other MBS interruptions. Except as may otherwise be required by law or regulation, neither the Bank nor its service providers assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of the MBS; nor for the delivery or the accuracy of any information requested or provided through the MBS.

- **Security.** You will use a Username and User Password when accessing the MBS, or use such other security procedure that you select if we offer optional or alternative security procedures, now or in the future. Your use of the MBS after we introduce or you select a new security procedure signifies your agreement to the use of such security procedure and that such security procedure, even if it does not involve the use of a Username or User Password, is reasonable.

You are responsible for maintaining the security of your Mobile Device and you are responsible for all transfers made using your Mobile Device, except as may otherwise be provided in this Agreement or as required by law or regulation. The MBS will display sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

In order to prevent misuse of your accounts through the MBS, you agree to protect your Usernames and User Passwords, or other security procedure that you select if we offer optional or alternative security procedures now or in the future, associated with your Digital Banking Service and the MBS, and to monitor your accounts on a daily basis. You shall immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of the MBS.

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

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

D. Electronic Mail (e-mail) Service

Electronic mail (e-mail) through Digital Banking is a service that we provide for you to communicate with the Bank, for example, to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your User Password to Digital Banking. To ensure the security of your account information, we recommend that you only use the e-mail service provided through Digital Banking to ask specific questions about your account(s). We therefore request that you do not send us or request from us any sensitive information (such as account numbers, Usernames, User Passwords, financial information, etc.). You acknowledge that e-mail communications through a third-party e-mail system may not be secure, and you make any such communications to us entirely at your own risk.

You cannot use e-mail to initiate transactions on your account(s). For any Digital Banking transactions, you may only use the appropriate functions or services that we provide through Digital Banking.

E. New Services

We may, from time to time, provide new or additional Digital Banking services, and all such services shall be subject to the terms of this Agreement. By using such services when they become available, you agree to be bound by any and all terms, conditions and rules we communicate to you concerning such services.

F. Your Digital Banking Password

When you sign up for Digital Banking you will create a Username and User Password for each User. You may change your User Password by following the applicable Digital Banking instructions. For security purposes, we recommend that you memorize your User Password and do not write it down. You are solely responsible for keeping your User Password, account numbers and other account data confidential. We recommend that you change your User Password regularly in order to reduce the risks of unauthorized access by others who might discover your User Password.

If you believe that your User Password may have been lost or stolen, you must notify Bankwell Customer Service at once by calling (877) 715-3265.

G. Additional Use Terms

Except as otherwise provided in this Agreement for transactions involving Consumer Accounts, you are responsible for all transfers, payments and other transactions that occur when your Username and Password are used to access Digital Banking. Except as otherwise provided in this Agreement for transactions involving Consumer Accounts, we will not be liable for and will not reimburse you for any losses that may occur as a result of use of your Username and Password by a third party.

When you use the Services to access your accounts, you agree to the following terms (which terms shall survive the termination of the Agreement):

- a) **Account Ownership/Accurate Information.** You represent that you are the legal owner of the

accounts and other financial information which may be accessed through the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Services. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

b) **Proprietary Rights.** You are permitted to use content delivered to you through the Services only in connection with your proper use of the Services. You may not copy, reproduce, distribute, or create derivative works from this content.

c) **User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Services software or applications, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Services, (ix) interfere with or disrupt the use of the Services by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).

d) **No Commercial Use or Re-Sale.** You agree not to resell or make commercial use of the Services, provided that a business entity registered to use the Services as a business entity may use the Services for its own business purposes.

e) You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using the Services. You agree not to leave your computer or Mobile Device unattended while logged into the Services and to log off immediately at the completion of each access by you. You agree not to provide your User Password, or other security procedure that you select if we offer optional or alternative security procedures, now or in the future, or other access information to any other person. If you do, we will not be liable for any damage resulting to you, except as may otherwise be required by law or regulation. You agree to notify us immediately if you lose, or change or cancel the number of, your Mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with the Services.

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

g) You agree to notify us immediately to disable the Services from your computer or Mobile Device if your Username or User Password, or other security procedure that you select if we offer optional or alternative security procedures, now or in the future, has been compromised, lost, stolen or used without your authorization, or if your Mobile Device has become compromised, lost, stolen or used without your authorization. Failure to notify us immediately could result in the loss of all money accessible by your Username and User Password or other security procedure that you select if we offer optional or alternative security procedures, now or in the future. You could lose all the money in your account.

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

- i) The Bank is not responsible for translating any of the information contained within the Services to any other language and we are not responsible for the accuracy of any third-party translating services.
- j) The Bank may provide links to third party websites without endorsing the accuracy or safety of the third-party service, and the Bank disclaims all liability for any linked sites or their content. It is important for you to take necessary precautions to ensure appropriate safety from viruses, worms, Trojan horses, and other potentially destructive items. When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.
- k) The Bank reserves the right to employ "cookie" technology as a prerequisite for your use of the Services. You must allow the use of "cookies" or the Services may not function as intended.
- l) You are responsible for the acquisition, upkeep and management of your computer or Mobile Devices. Further, you are responsible for procuring network or cellular connections. The Bank does not provide internet or cellular connectivity or the devices associated with the use of this Service.
- m) You are responsible for the accuracy of your data entry and use of the application when accessing accounts and conducting transactions. The Bank is not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.
- n) You are responsible for keeping all account and login information private and ensuring that you do not download viruses or malicious software that could put your confidential information at risk.
- o) We specifically do not warrant that the Services will function in any foreign countries.

H. Waiver of Requirement for Two or More Signatures

If your designated account(s) requires two or more signatures on checks or other items, such requirement does not apply to electronic transfers through Digital Banking, and you release us from liability when making such transfers. This means that any User shall be deemed to be authorized by you to individually make electronic transfers from your account(s) through Digital Banking, without confirmation or any action by another User.

I. Limitations on Our Liability for Loss of Use of Funds

Except to the extent otherwise provided in this Agreement for transactions involving Consumer Accounts, if we make an error and the error causes you to be wrongly deprived of the use of your funds for any period, our maximum liability to you will be to restore those funds to you (subject to any transfer requests you have made) and pay you interest on those funds, for the period you were wrongly deprived of them, at our standard statement savings account rate.

J. General Limitation on Liability; Third Parties

Except to the extent specifically provided in this Agreement, or where applicable law requires otherwise, you agree that neither we nor any of our third-party service providers or other agents shall be responsible for any losses, liability, damages, costs, expenses (including reasonable attorneys' fees), resulting in whole or in part from any act or failure to act of: (1) equipment or software; (2) Internet browsers (including without limitation, Netscape Navigator or Microsoft Internet Explorer); (3) Internet access providers; (4) our service providers; or (5) by an agent or subcontractor of any of the foregoing, as applicable. Neither we nor our service providers or agents or subcontractors shall 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, software, browser, the Internet, or your access to or use of, or failure to access or use, any services through Digital Banking.

K. Overdrafts; Order of Payments and Charges

When you use Digital Banking, you must have sufficient funds available in your designated account to cover the amount of the transfers and any associated overdraft protection fees. We are not obligated to notify you if Digital Banking does not complete a transfer because there are insufficient funds in your account to process the transfer. We may process transfers that exceed your available balance, but we are not obligated to do so. If we do, you agree to immediately pay us for the overdraft and any fees incurred. We may discontinue permitting overdrafts at any time, without prior notice.

If your account does not have sufficient funds to perform all electronic funds transfers (including, without limitation, ATM withdrawals, pre-authorized transactions, and Digital Banking transfers) that you have requested for a given Business Day then the electronic funds transfers initiated through Digital Banking may result in an overdraft of your account and may, in our sole discretion, be canceled.

We reserve the right to charge any fees you owe us against your account(s) prior to allowing withdrawals or implementing any transfer requests (subject to any limitations in your Bank Account Agreement or under applicable law).

L. Availability of Digital Banking

You can access your accounts through Digital Banking 7 days a week, 24 hours a day. However, at certain times, some or all of the Digital Banking services may not be available due to system maintenance or circumstances beyond our control.

The balance of your accounts shown in Digital Banking may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges.

You acknowledge that we have provided you with Account Disclosures about the availability of deposits for withdrawal, including, without limitation, our Funds Availability Disclosure. The Account Disclosures are incorporated by reference into this Agreement and provide more detailed information about the availability of deposits for withdrawal.

M. Fees

There are no monthly or transaction fees for accessing your account(s) or making transfers among your accounts at the Bank through Digital Banking. However, other fees and charges may apply to each of your accounts and other types of transactions and/or services relating to those accounts, regardless of whether you sign up for or use Digital Banking. Other fees and charges may also apply to other services that the Bank offers, or may offer in the future, through Digital Banking. Please refer to the applicable agreement, fee schedule, or other Account Disclosures for the current fees and charges related to each account, transaction, and/or service. We reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations.

You also acknowledge that your Internet Service Provider (ISP) may assess fees for your use of Internet services generally. You are also responsible for any telephone charges incurred by accessing your accounts through Digital Banking.

N. Disclosure of Account Information - Privacy Policy

By accepting this Agreement, you agree that we may provide information about you or your accounts or transactions to third parties in accordance with our Privacy Policy/Notice, as amended from time to time. A copy of our Privacy Policy is available on our website at <http://www.mybankwell.com>. We will also provide

an updated Privacy Policy to you periodically.

Examples of when we may disclose information to third parties about your account or the transfers you make include, but are not limited to:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- As stated in our Privacy Policy, or
- If you give us your written permission.

O. Exclusion of Warranties; Limitation on Liability; Indemnification.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND BANKWELL IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. BANKWELL MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BANKWELL OR THROUGH OR FROM YOUR USE OF THE SERVICES WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON- PERFORMANCE OF THE SERVICES (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICES) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE MOBILE BANKING SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY BY STATE.

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

4. ADDITIONAL PROVISIONS ONLY APPLICABLE TO CONSUMER ACCOUNTS

A. Electronic Fund Transfer Agreement and Disclosure

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Bankwell Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM CARD, Debit Card, Business Debit Card or Health Savings Debit Card at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by Bankwell Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

B. Electronic Fund Transfer Services Provided

SERVICES PROVIDED THROUGH USE OF ATM CARD, DEBIT CARD, BUSINESS DEBIT CARD OR HEALTH SAVINGS DEBIT CARD. If you have received an electronic fund transfer card ("ATM CARD," "Debit Card," "Business Debit Card" or "Health Savings Debit Card"- hereinafter referred to collectively as "ATM Card or Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Bankwell Bank immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by calling toll free 1-800-992-3808.

ATM SERVICES

ATM CARD SERVICES: The services available through use of your ATM CARD are described below.

- You may withdraw cash from your checking account(s), and savings account(s).
- You may make deposits into your checking account(s), and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s), and savings account(s).

DEBIT CARD SERVICES: The services available through use of your Debit Card, Business Debit Card and Health Savings Debit Card are described below.

DEBIT CARD SERVICES - The following services are available through use of your Debit Card:

- You may withdraw cash from your checking account(s), and savings account(s).
- You may make deposits into your checking account(s), and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s), and savings account(s).

BUSINESS DEBIT CARD SERVICES - The following services are available through use of your Business Debit Card:

- You may withdraw cash from your checking account(s), and savings account(s).
- You may make deposits into your checking account(s), and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s), and savings account(s).

OTHER ATM SERVICES: You may change your PIN at an ATM.

ATM FEES: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS: You may use your ATM CARD, Debit Card, Business Debit Card or Health Savings Debit Card ("POS Access Card") to purchase goods and services from merchants that have arranged to accept your POS Access Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your POS Access Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for ATM CARD transactions is your checking account. The designated account for Debit Card transactions is your checking account. The designated account for Business Debit Card transactions is your checking account. The designated account for Health Savings Debit Card transactions is your checking account.

In addition, your Debit Card, Business Debit Card or Health Savings Debit Card may be used at any merchant that accepts Visa® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your POS Access Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

CURRENCY CONVERSION - Visa®. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

IMPORTANT ADDITIONAL FEE NOTICE: Visa charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged 1.000% of the dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder.

SERVICES PROVIDED THROUGH USE OF VOICE RESPONSE UNIT (VRU) 1-800-963-8919

- You may perform the following functions through use of VRU.
- You may initiate transfers of funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s), and savings account(s).
- You may change your PIN via the telephone.

PREAUTHORIZED TRANSFER SERVICES

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), and savings account(s).
- You may arrange for the preauthorized automatic payment of bills from your checking account(s).

SERVICES PROVIDED THROUGH USE OF INTERNET BANKING. Bankwell Bank offers its customers use of our Internet Banking service.

- Transfer funds between eligible accounts.
- Obtain balance information on eligible accounts.
- Review transactions on eligible accounts.
- Make loan payments.
- Stop payment requests.
- Online bill payment.
- Obtain copy of statement.
- Order checks.

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

C. Limitations on Transactions

TRANSACTION LIMITATIONS - ATM CARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$500.00 through use of ATMs in any one day. You may make up to 5 withdrawals of cash through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 15 transactions in any one day.

TRANSACTION LIMITATIONS - DEBIT CARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$800.00 through use of ATMs in any one day. You may make up to 5 withdrawals of cash through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$2,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 15 transactions in any one day.

TRANSACTION LIMITATIONS - BUSINESS DEBIT CARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$800.00 through use of ATMs in any one day. You may make up to 5 withdrawals of cash through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$2,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 15 transactions in any one day.

TRANSACTION LIMITATIONS - HEALTH SAVINGS DEBIT CARD

POINT OF SALE LIMITATIONS - You may buy up to \$1,500.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 15 transactions in any one day.

OTHER LIMITATIONS

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS: Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

D. Notice of Rights and Responsibilities

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

TRANSACTION RECEIPTS: Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS: If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS: If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- You can call us at 203-652-2940 to find out whether or not the deposit has been made.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS

RIGHTS AND PROCEDURES TO STOP PAYMENTS: If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at:

203-652-2940(9 am to 5 pm)
or write to:
Bankwell
258 Elm Street
New Canaan, CT 06840

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS: If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS: If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen, call us at:

203-652-2940(9 am to 5 pm)
or write to:
Bankwell Bank
258 Elm Street
New Canaan, CT 06840

For after-hours Lost/Stolen Visa Check Card Support, call (800) 472-3272.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY

Tell us at once if you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason

(such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD, BUSINESS DEBIT CARD OR HEALTH SAVINGS DEBIT CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® Network.

If you notify us about an unauthorized transaction involving your Debit Card, Business Debit Card or Health Savings Debit Card, and the unauthorized transaction took place on the Visa® Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your Debit Card, Business Debit Card or Health Savings Debit Card. The zero liability provisions do not apply to PIN-based transactions not processed by the Visa® Network, including ATM transactions.

Your liability for unauthorized transactions with your Debit Card, Business Debit Card or Health Savings Debit Card that involve PIN-based debit transactions not processed by the Visa® Network, including ATM transactions, are described under "Consumer Liability" above.

ILLEGAL USE OF DEBIT CARD. You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers,

Call us at:

203-652-2940(9 am to 5 pm)

or write to:

Bankwell

258 Elm Street

New Canaan, CT 06840

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Bankwell Bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy

requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

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

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

We reserve the right to impose a fee and to change fees upon notice to you.

DISCLOSURE OF ACCOUNT INFORMATION

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Bankwell Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

DEFINITION OF BUSINESS DAY

Business days are Monday through Friday.

AMENDING OR TERMINATING THE AGREEMENT

We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the

right to terminate this agreement at any time.

NOTICE OF ATM SAFETY PRECAUTIONS

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

E. Additional Provisions

Your account is also governed by the terms and conditions of other applicable agreements between you and Bankwell Bank.

You agree not to reveal your PIN to any person not authorized by you to access your account.

5. ADDITIONAL PROVISIONS ONLY APPLICABLE TO SMALL BUSINESS ACCOUNTS

A. Resolution of Questions and Errors about Electronic Funds Transfers; Liability for Unauthorized Use

The error resolution and liability provisions of Regulation E do not apply to Small Business Accounts. Small Business Account holders must notify us immediately if they discover or suspect any unauthorized transactions or errors. You must promptly examine your account statement upon receipt. If you find that your records and ours disagree, you must notify us immediately. You must also notify us immediately if you believe another person has improperly obtained your User Password or has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call Bankwell Customer Service at (877) 715-3265, email us at Ebanking@mybankwell.com or write to Bankwell Customer Service, 258 Elm Street, New Canaan, CT. 06840.

Your failure to notify us of an unauthorized transaction on a Small Business Account within 30 days from the date we send or make your account statement available to you, which the unauthorized transaction first appears, will conclusively mean that the transaction is authorized.

We will investigate your claim or question and respond to it in a commercially reasonable period of time. If you telephone us, we may request that you give us the information in writing. Except as otherwise stated herein in connection with an unauthorized transaction that occurs due to our failure to follow the security procedures herein (i) Small Business Account holders assume sole responsibility for any unauthorized use, including without limitation, unauthorized use of their Username and/or User Password and (ii) Small

Business Account holders shall be liable for, and shall immediately indemnify, defend and hold us and our service providers and agents harmless from and against all claims, actions, proceedings, loss, cost, damage, and expense (including reasonable attorneys' fees) arising from or relating to any unauthorized transaction(s).

You agree that use of a Username and User Password when accessing your Digital Banking service is a commercially reasonable security procedure. If any instructions initiated by you through Digital Banking and accepted by us in compliance with these security procedures contain any error, to the full extent allowed by law you shall be liable for, and shall immediately indemnify, defend, and hold us and our service providers and agents harmless from and against all claims, actions, proceedings, loss, cost, damage, and expense (including reasonable attorneys' fees) arising from or relating to the erroneous instructions. The Bank's records demonstrating compliance with these security procedures will be deemed conclusive proof that the payment or transfer request that we received was authorized and that you are bound by those instructions.

With respect to payment requests from Small Business Accounts that are subject to Article 4A of the Uniform Commercial Code, as adopted and amended in Connecticut ("UCC 4A"), we are liable only for damages required to be paid under UCC 4A, such as when an unauthorized transfer from your account is due to our failure to adhere to the security procedures described herein. In no event, except as may be required by law, shall we or our service providers or agents be liable for any special, indirect or consequential loss, damage, costs or expenses of any nature (including reasonable attorneys' fees), and including, without limitation, lost profits, even if we have been informed of the possibility of such damages. The limitations on liability of the Bank and our service providers and agents as provided in this Agreement are in addition to, and shall not diminish, any limitations on this liability contained in your applicable Bank Account Agreement or any other agreement between you and the Bank.

B. Access to Digital Banking Services for Small Business Customers

When you sign up for Digital Banking you will create a Username and User Password for each User. Only individuals who provide a taxpayer identification number will be allowed to have a Username and User Password. Each User will have the ability to use all of the Services provided to you through Digital Banking, including the ability to see account and/or loan information and to transfer funds from your account(s) through the bill payment service. Each User may also establish additional Usernames and Passwords for additional Users. It is the sole responsibility of Customer to administer the Digital Banking rights and responsibilities of its Users, including without limitation, ensuring that any individual that is no longer a User is no longer granted access to Digital Banking. You can do this by deleting their Username and Password from the Digital Banking system.

C. Representations and Warranties

You make the following representations and warranties:

- a) Valid Business Entity. Customer is a legally organized, validly existing business entity in good standing.
- b) For Business Purposes Only. Your use of Digital Banking and its services is for business purposes, and NOT for personal, family or household purposes.
- c) Appropriate Business Resolution. The entering into, delivery and performance of this Agreement have been validly authorized by proper sole proprietor, corporate, limited liability company or partnership, or partnership resolutions. The Users given access to Digital Banking through a Username and Password have been duly authorized to act on the entity's behalf and bind the entity with respect to the accounts and Digital Banking.
- d) User Authorization. We may consider each individual to whom you provide a new or existing Username and User Password to be an authorized User of your Digital Banking service. Unless

otherwise restricted as permitted under this Agreement, Users are authorized to: (1) enter into this Agreement, including any amendments we may make from time to time; (2) access your account(s) in any manner and for any purpose available (whether available now or in the future) through Digital Banking; and (3) use any Digital Banking service in any manner and for any purpose available (whether available now or in the future) through Digital Banking.

6. GENERAL TERMS AND CONDITIONS

A. Termination

We may cancel your Digital Banking access at any time without prior notice to you, for any reason, except as may be required by law. For instance, we may cancel your access if you do not have sufficient funds in one or more of your accounts to cover any fees that are chargeable for Digital Banking transactions. In this case, Digital Banking services may be reinstated once we are satisfied that sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of your Digital Banking services, you must call Bankwell Customer Service at (877) 715-3265.

If you do not access your accounts through Digital Banking for any (1) one year period, the Bank reserves the right to terminate your Digital Banking service without notice.

If you want to cancel any of the services offered through Digital Banking, you must contact Bankwell Customer Service at (877) 715-3265 or send us cancellation instructions in writing to Bankwell, 258 Elm St. New Canaan, CT 06840. If you close all of your accounts, you must notify Bankwell Customer Service to cancel the Digital Banking services.

B. Amendments

We may add, delete, or change the terms of this Agreement at any time. We will inform you of changes when legally required and will try to inform you of the nature of any material changes even when not legally required to do so. We may communicate changes by either mail, email or a notice on our website and will make the updated terms available on our website. You agree that by continuing to use the Services after the date that changes are posted to our website, such changes will be effective for transactions made after that date, whether or not you access the website or otherwise receive actual notice of the changes. If you do not agree with a change, you may discontinue using the Services.

C. Notices

We may give you notices relating to Digital Banking or any of your accounts that can be accessed with Digital Banking, and you may give us similar notices, in any one or more of the following ways: (1) electronically online at our website when you access Digital Banking; (2) by mailing a paper notice, which we may mail to you at your address shown on our records or you may mail to us at Bankwell, 258 Elm Street New Canaan, CT 06840 (3) by sending an electronic mail message (e-mail). We may send e-mails to you at your designated e-mail address or any changed e-mail address you later designate by notice to us. You may send e-mails to us at Ebanking@mybankwell.com or any other e-mail address we designate from time to time by notice to you.

By accepting this Agreement, you agree that any of the notice methods provided above qualifies as a "written notice" for all purposes under this Agreement, any other agreement between us, and otherwise under applicable law.

D. Assignment

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Bank may assign this Agreement to any affiliated entity or any successor. We may also assign or delegate any or all of our rights and responsibilities

under this Agreement to one or more independent contractors or other third-party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either the Bank or such service providers. Any reference in this Agreement to the Bank also shall be considered a reference to any service provider performing services under this Agreement on our behalf.

E. Governing Law

This Agreement is governed by, and is subject to, the laws of the State of Connecticut, without regard to its choice or conflicts of law's provisions.

F. Severability

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

G. Entire Agreement

Except for any notices provided by the Bank to you regarding Digital Banking, this Agreement sets forth the entire and only agreement between you and the Bank with respect to your use of Digital Banking. Any prior or contemporaneous agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, including the Bank Account Agreements and Account Disclosures, which conflict with the provisions in this Agreement are superseded by this Agreement to the extent of such conflict.