

## Security Software Disclosure Agreement

Bristol County Savings Bank offers security software such as Trusteer Rapport as an additional layer of protection against financial malware. Security software is offered to enhance, not replace sound computing practices.

This Security Software Disclosure Agreement represents an agreement by and between Bristol County Savings Bank and the person or persons who have agreed to use the Trusteer Rapport security software.

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF THE VENDOR LICENSE AGREEMENT PRESENTED DURING THE INSTALL PROCESS. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). BY INSTALLING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT AND THE VENDOR'S LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT AND THE VENDOR'S LICENSE AGREEMENT, THEN DO NOT INSTALL OR USE THE SOFTWARE.

You and we agree as follows:

1. **General.** This Agreement describes the terms and conditions under which we will provide you with access to the security software. We may also from time to time introduce new features of the security software.
2. **You Agree.** You agree to access and use the security software only for the purposes described in this Agreement and in accordance with the vendor license agreement. You also agree to be bound by this Agreement each time you access or use the security software and acknowledge that any such access or use of the security software constitutes acceptance of, and is subject to, the terms and conditions of this Agreement. You are given this Agreement when you download security software, or on your request. You should retain a copy of this Agreement for your files. You may call us at 1-508-828-5420 or send us an electronic mail ("**e-mail**") message at [bcsbonline@bcsbmail.com](mailto:bcsbonline@bcsbmail.com) to request a copy of this Agreement be mailed to you at your residential address.
3. **Using the Services.** The security software is offered to Bristol County Bank customers who utilize any of our electronic banking products including but not limited to BCSB Online, BCSB Online for Business, Business eBanking, Remote Deposit, and Lockbox
4. **Enforcement.** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.
5. **Termination.** We reserve the right to terminate this Agreement for any reason and at any time without notifying you. You also have a right to terminate your use of the security software at any time by simply removing the software from your computer. Any such termination, whether

initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement.

6. **Disclaimer of Warranty.** UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE SECURITY SOFTWARE BY ANY MEANS IS AT YOUR SOLE RISK, AND THE SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND EXCEPT AS PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR PROVIDE ADEQUATE, COMPLETE OR TIMELY INFORMATION OR DATA.
7. **Our Communications.** You affirmatively consent to receive, and acknowledge that you can access, receive and retain, all Notices electronically, whether sent by e-mail or other electronic means. We will deliver all Notices electronically, and any such Notice will be effective and deemed delivered as described in the Electronic Consent. You agree to notify us promptly about any change in your e-mail address in a manner described in the Electronic Consent, and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon your notice. If your account is a joint account, you agree that we may consider any Notice as being given to all account owners when such Notice is given to any one account owner. Unless otherwise provided for in this Agreement, you and we also agree that any Notice sent via e-mail constitutes a "writing" for purposes of this Agreement.
8. **Your Communications.** Any notice or communication that you are required or permitted to give to us under this Agreement must be delivered to us by e-mail at [bcsbonline@bcsbmail.com](mailto:bcsbonline@bcsbmail.com) or by first-class, United States mail, postage prepaid, to 35 Broadway, Taunton, Massachusetts 02780, Attention: BCSB Online Administration. To the extent permitted by applicable law, any notice or communication you deliver to us, regardless of how delivered to us, will not be effective until we receive and have had a reasonable opportunity to act upon such notice or communication.
9. **No Waiver.** No waiver of any right or obligation under this Agreement by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any of our rights is effective against us unless it is in a writing signed by us.
10. **Changes.** We reserve the right to change this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without Notice to you unless we are required by applicable law to provide you with advance Notice of the proposed change. In such instances, the change will be effective upon the effective date stated in the Notice after we have provided you with the required advance Notice. You will be deemed to accept any change to this Agreement if you access or use the software after the effective date stated in the Notice. If you do not accept any such change, you have a right to terminate this Agreement as herein provided.
11. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable by a court or any governmental agency having competent jurisdiction, that provision will continue

to be enforceable to the fullest extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

12. **Governing Law.** This Agreement is governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its applicable conflict of law principles, and the applicable laws of the United States. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.
13. **Relationship.** You and we are not partners, joint venturers or agents of each other as a result of this Agreement. Nor are we and Trusteer partners, joint venturers or agents of each other.
14. **Section Headings.** The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations.
15. **Privacy Policy** A complete copy of BCSB's Privacy Policy is available [here](#).