

# Terms and Conditions

Under this Terms and Conditions, “we”, “us,” and “our” denote Avidia Bank or its affiliates or subsidiaries. “You” and “your” refer to the individual using the website.

Your use of our website, including vendor sites necessary to provide products and services relating to your relationship with us (the “Site”), constitutes your agreement to all of the following terms. If you do not agree with our Terms of Use, your sole remedy is to discontinue your use of the Site.

## Availability of Products and Services

Information contained in the Site does not, and is not intended to, constitute an advertisement, solicitation or offer for sale in any jurisdiction where Avidia Bank or its affiliates or subsidiaries is not licensed to do business.

## Cookies

When you visit our Site, our web servers may place a small file called a “cookie” on your computer to collect information as described below in *Website Tracking and Analytics*. We do not use cookies to collect and store confidential personal information, such as your email address or other information stored on your computer's hard drive.

You may set your browser to disable or delete cookies, however, this may affect your ability to use certain Site features, including some of our products and services.

## Website Tracking and Analytics

We use tools, such as cookies and click stream auditing, to gather analytics on Site usage. These tools gather non-personally identifiable information, such as the Site pages visited, the time and date you used the Site, the navigation path you used to find information and the name of your Internet service provider. In addition, we will collect technical information about your computer such as its screen resolution, operating system and browser.

This information gives us insight into how our Site is being used and also allows us to make sure the Site runs well with the equipment being used by the majority of our customers.

We may contract with third parties to assist us with gathering this aggregate, non-personally identifiable information. These companies are prohibited from using the information they collect for their own purposes or from sharing this information with others.

## “Do not track” Signals

Our system checks to see if any visitor is currently enabling a do not track feature through a web browser, and/or, if they chose any on-page option that denotes the visitor does not want to be tracked) such as a check box or user interface option. If any visitor is found to elect not to be tracked from any method we monitor our system and we refrain from placing any tracking method during that visit (cookie, pixel, etc.)

## **Online Advertising**

We will periodically advertise our products and services on non-affiliated third-party websites, some of which may be linked to our Site. To evaluate the effectiveness of our advertisements on these third-party sites, we may use cookies or other tracking technology. This technology is only used to measure the responses to these advertisements on third-party sites and does not contain information that can be used to identify you personally.

## **Protecting children's privacy online**

The Site is not directed to individuals under the age of thirteen (13), and we request that these individuals do not provide Personal Information through the Site. We do not knowingly collect information from children under 13 without parental consent. Visit the Federal Trade Commission website for more information about the Children's Online Privacy Protection Act (COPPA).

## **Online Surveys, Sweepstakes and Other Promotions**

You may periodically be asked to participate in online surveys, sweepstakes and other promotions displayed on our Site. Your participation in these activities is optional.

## **Links to Other Internet Sites**

The Site may contain links to other websites operated by non-affiliated third parties. We provide links to other sites as a convenience. The linked sites are not under our control and we are not responsible for the products and services, privacy policy, security or content available on the third-party sites. We explicitly disclaim all liability for damages of any kind arising out of the use of such linked sites.

## **Tools, Calculators and Other Resources**

The Site may contain tools, calculators and other resources, such as educational information on financial subjects. We provide these resources as a complimentary service, for educational purposes only. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use of such tools, calculators and other resources.

## **Contacting the Bank by Electronic Mail (email)**

Because normal Internet email transmissions may not be secure, we request that you do not send us or request sensitive information such as account numbers, passwords and payment information via any public email system. For time-sensitive information, please contact us at [1-855-248-6311](tel:1-855-248-6311).

We generally will acknowledge emails within one (1) business day, however, we will not take actions based on your email request until we actually receive your email message and have a reasonable time period to act.

We will NEVER ask you for any private information (such as account numbers, passwords, PINs, social security numbers, etc.) for any of our products through an

unsolicited email. If you receive any such request, DO NOT respond to it. Please notify us immediately at [1-855-248-6311](tel:1-855-248-6311).

### **No Unlawful or Prohibited Use**

You agree not to use the Site or any information contained in the Site for any purpose that is unlawful or prohibited by these Terms of Use, and not to access the Site or use materials or services available on the Site from territories where such access or use is illegal.

### **Copyrights and Trademarks**

The contents of the Site are our property unless otherwise indicated, and are protected by copyright and trademark laws. The contents of the Site are for personal use and may not be copied (other than a copy for personal use), displayed, downloaded, distributed, modified, published, or transmitted without our prior written consent.

### **Limitation of Liability**

We provide the contents and use of the Site (including applications, text, graphics, links, tools, calculators and other resources) on an “as is” basis and your use of the Site is at your sole risk. In addition, we assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, computer virus, or line or system failure. We make no warranties or representations of any kind in connection with the use of the information or applications on the Site, their accuracy, adequacy, or completeness. To the extent permitted under applicable law, we disclaim all warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

In no event shall we, our employees, officers or directors, be liable for any damages whatsoever including, without limitation, actual, direct, special, incidental, consequential, punitive or indirect damages, however caused, whether arising from breach of contract, negligence or otherwise, even if we have been advised of the possibility of such damages.

### **Modifications**

We reserve the right to change the Terms of Use and modify the contents of the Site without notice.

### **Governing Law**

Use of the Site is governed by applicable federal laws of the United States of America and the laws of the Commonwealth of Massachusetts. The courts sitting in the Commonwealth of Massachusetts shall have exclusive jurisdiction over all disputes arising out of or relating to the contents or use of the Site.