



Cape Cod Cooperative Bank

eBusinessBanker Application

New Services Change to Services

Bank Use Only

Taken By: _____

Branch: _____

Authorized Bank Signature: _____

ACH Services Requested? ____Y ____N
(Requires ACH application)

GENERAL INFORMATION

Business Name	Client Name/ Senior Administrator
Address	Client Telephone
City/ State/ Zip Code	Client Facsimile
Employer Identification Number	Client Email
Company Organized as a(n): <input type="checkbox"/> Association <input type="checkbox"/> LLP <input type="checkbox"/> Realty Trust <input type="checkbox"/> Corporation <input type="checkbox"/> Municipal <input type="checkbox"/> SCorp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	

Corporate Resolution – Copy included with “eBusinessBanker” listed under “Powers Granted”

SERVICE SELECTION

BASIC

Inquiry
Internal Transfers
Bill Payments

PREMIER

BASIC access
ACH Payments and Collections
ACH File Uploads

See Fee Schedule for pricing of services.

Wire Transfers and Stop Payments available on a per transaction basis with both levels of service.

AUTHORIZATION AND AGREEMENT

By signing below, I acknowledge the following: I am authorized by the appropriate business resolution to request the Services herein; I have received, read and agree to the terms and conditions in the **eBusinessBanker** Cash Management Services Agreement (the “Agreement”).

Authorized Account(s) Owner(s):

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

ACCOUNT INFORMATION

Add/ Delete	Account Number	Account Type (Chk, Sav, Loan)	Nickname on Account	Access Type* (see below)
<input type="checkbox"/> Add <input type="checkbox"/> Delete	†primary account			<input type="checkbox"/> I <input type="checkbox"/> ACH <input type="checkbox"/> B <input type="checkbox"/> W
<input type="checkbox"/> Add <input type="checkbox"/> Delete				<input type="checkbox"/> I <input type="checkbox"/> ACH <input type="checkbox"/> B <input type="checkbox"/> W
<input type="checkbox"/> Add <input type="checkbox"/> Delete				<input type="checkbox"/> I <input type="checkbox"/> ACH <input type="checkbox"/> B <input type="checkbox"/> W
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<input type="checkbox"/> Add <input type="checkbox"/> Delete				<input type="checkbox"/> I <input type="checkbox"/> ACH <input type="checkbox"/> B <input type="checkbox"/> W

† **Primary Account** will be the account from which Service(s) fees will be deducted unless otherwise indicated herein:

(Account Number)

(Account Type)

***Access Type:** Basic Internet Service (I): Account inquiry; internal transfers
Bill Payment (B): Online bill payment service
ACH Services (ACH): ACH payments and collections; file uploads
Wire Transfers (W): Recurring domestic wire transfers

USER INFORMATION

Employee Name	Supervisory Rights? (Y/N)	User Access ID 6 character minimum. Combination of alpha and numeric characters suggested. No spaces or special characters.



Cape Cod Cooperative Bank

eBusinessBanker

Cash Management Services Agreement

This Cash Management Services Agreement ("Agreement") sets forth the terms and conditions that apply to Customer's use of the cash management services that are available under the eBusinessBanker product of Cape Cod Cooperative Bank (the "Bank"). By using eBusinessBanker, Customer agrees to abide by the terms and conditions contained herein. The cash management services, which Customer will obtain pursuant to this Agreement, will hereinafter be called the "Services."

1. Commencement of Services.

Bank will commence providing the Services to Customer when all of the following events have occurred:

- a) Customer has provided complete information to the Bank, in such form and detail as Bank may require to provide the Services;
- b) Customer has the systems capability necessary to access services; and
- c) Any necessary installation has been completed, including the Bank's training of Customer's personnel who will be involved with the Services as necessary.

2. Account Maintenance.

Customer will designate one of its accounts with the Bank as its "Primary Account." The Primary Account may not be one that requires two or more signatures or an account that is used primarily for consumer purposes. If the Primary Account is closed for any reason, the Services will be stopped along with any unprocessed Services transfers. To reinstate Services, Customer must designate a new Primary Account.

If Customer requests and Bank approves a personal account(s) to be added to Services, such account(s) will be subject to the same terms and conditions as business account(s) under this Agreement.

Customer will maintain sufficient available funds (as determined by Bank's funds availability policy) in each account accessible via the Services to cover transactions initiated by Customer. Customer agrees that Bank may hold Customer funds for a reasonable period of time following termination of the Services sufficient to protect Bank against possible losses relating to the use of the Services by Customer.

3. Payment for Services.

Customer will pay Bank for the Services at the rate, time and manner set forth in the eBusinessBanker Services Fee Schedule ("Fee Schedule"). The Fee Schedule may be revised by Bank in its discretion; Bank will provide Customer 30 (thirty) days notice of any such revisions.

Customer authorizes Bank to debit the Primary Account (or other account designated in writing) for any fees or other amount due Bank in connection with the Services.

4. Access Rights.

Bank will assign to Customer any necessary code(s) for the right of entry into eBusinessBanker. Customer understands the use of the code(s) and system instructions are confidential to Customer, who assumes all risks of accidental disclosure or inadvertent use of the code(s) by any party, whether the disclosure or use on account of Customer negligence or deliberate acts.

Customer must designate the persons authorized to access Services upon initial set-up and whether each user will have Supervisory Rights. Users with Supervisory Rights will be given unlimited access to all accounts and services and are responsible for granting all other users access rights to accounts, services and any applicable approval dollar limits. After set-up, Customer may add users by written instruction in such form and with such authorizations as Bank may require and must be received and acknowledged by Bank.

Customer is solely responsible for amendments to individual user rights and for canceling the authorization of a person to access Services via the eBusinessBanker system.

5. Compliance with Security Procedures.

Customer will review and implement all security procedures in connection with the Services. By signing this Agreement, Customer agrees that the security aspects of the Services will provide Customer with a commercially reasonable degree of security against unauthorized use.

6. Customer Duty to Notify Bank of Error.

Customer agrees to review all statements and notices immediately to confirm the accuracy and authorization of each transaction. Customer will notify Bank promptly (i) of any discrepancy between Customer's records and account statements furnished by Bank, or (ii) if a transfer purportedly made on Customer's behalf or charged to Customer's account was not authorized, was erroneous or was executed improperly.

Customer must notify Bank within 30 (thirty) days after receipt of the first statement or other document from Bank that would reasonably show any discrepancy or unauthorized or erroneous transfer; if Customer fails to do so, Bank will not owe any interest on the amount in question even if Bank is otherwise liable to Customer in connection with the transfer or other communication or is obligated to credit Customer for the amount of the transfer or any portion thereof, nor will Bank be liable for any other losses resulting from Customer's failure to give such notice with respect to a transfer shown on such statement.

7. Confidentiality of Information.

Subject to applicable State and Federal laws and compliance with court orders or other legal process, Bank will use reasonable care to protect the confidentiality of all data and information concerning the affairs and accounts of Customer that come into the possession of Bank pursuant to the Agreement. However, Bank has no duty to protect the confidentiality of any data or information concerning the affairs and accounts of Customer if that data or information is publicly available or has otherwise been previously disclosed to third parties by Customer.



8. Wire Transfer, Electronic Mail and Stop Payments.

a) Wire Transfers.

The Wire Transfer feature of the Services is an alternate entry system for issuing wire transfer orders between the Customer and the Bank. The Bank must receive all wire transfers no later than 2:30 P.M. Eastern Standard Time (EST) in order to act upon them on the same day. Bank reserves the right to hold any wire transfer request received after such time for execution on the following wire transfer business day.

b) Electronic Mail Messages.

The Bank advises Customer not to include confidential information such as account numbers or account balances in email correspondence to the Bank, as the Bank's email system is not encrypted. Customer email messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, email messages will not serve as a substitute for any requirement imposed on Customer to provide Bank with "written" notice.

c) Stop Payments.

The Stop Payment feature of the Services is an alternate entry system for issuing stop payment orders between the Customer and the Bank. Stop payment requests through eBusinessBanker will be deemed immediately received and effective. Subject to certain limitations, Customer may order Bank to stop payment on any check payable on Customer's account. The stop payment order is effective for six (6) months and may be renewed for an additional six (6) months if renewed during the effective time period. Bank will require Customer to provide the date of the item, amount, check number, name of the payee and reason for the request. Customer may not stop payment on a money order or check (such as an official, certified, cashier's or teller's check) issued by Bank, or request Bank to stop payment if Bank has otherwise become accountable for the item. Customer may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Customer may not stop payment on a bill payment initiated through the eBusinessBanker system. The Services may not be used to stop payment on any automatic entry, such as automatic monthly drafts or automated clearing house (ACH) debit or credit entries, or any payment order after execution by Bank, and Bank may ignore any attempted stop payment order relating to such items if the order is transmitted through the system.

Any loss suffered by Customer due to Customer's decision to issue a new or replacement check, or to take any other action based on information in the Services prior to the banking day following the banking day on which the stop payment order has been received by Bank will be the responsibility of Customer and not of Bank.

Customer may not cancel stop payment orders through the Services. Stop payment orders are automatically canceled when the account on which the check is drawn is closed or at the end of the six (6) month term of the order (unless renewed).

9. Funds Transfer.

If Customer requests funds transfer services, the following will apply:

a) Authorization and Processing Transfer Request.

Customer is responsible for controlling access to the Services.

Customer understands that each authorized person may utilize Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an account. For example, if an authorized person directs transfers from a given account, that person can initiate the transfers whether or not the person has been authorized to do so according to the signature card applicable to the account. Similarly, if an authorized person accesses an account without Customer having established a dollar limit applicable under the system for his/her access, transactions initiated under this Agreement are authorized even if the same transaction was beyond his or her authority had it been initiated other than under this Agreement. Customer agrees that any arrangements with Bank to require one or more authorized signatures for transactions involving Customer's accounts do not apply to transactions using the Services.

b) Scheduling Bill Payments in Advance of the Due Date.

Customer agrees Bank is not responsible for any loss or damage Customer may suffer if Customer does not allow at least seven (7) to ten (10) business days between the close of the Payment Date and the due date of Customer's bill or obligation.

c) Errors.

Customer agrees to notify Bank promptly, in writing, of any discrepancy between Customer's records and account statements furnished by Bank to Customer, or if a funds transfer, cancellation or amendment of a funds transfer, purportedly made on Customer's behalf or charged to Customer's account, was not authorized by Customer, was erroneous or was executed improperly. If notice is not received within 30 days after Customer receives the first notice or statement that has a discrepancy, Bank is not liable for any loss because of this discrepancy.

e) Interest.

If under the provisions of this Section 9, or under the law relating hereto, Bank is responsible to Customer for payment of interest, the interest on the funds in error will be payable at a rate equal to the effective rate on the account for the period involved.

f) Rejection of Funds Transfer Orders.

Funds transfer orders will be rejected in the event that the order exceeds either any individual dollar limit or the daily dollar limit for transactions set by Customer. Funds transfer orders may also be rejected in the event that Customer does not have sufficient available funds to cover the requested funds transfer order(s). Rejections may also occur due to (i) erroneous Bank/Beneficiary information or (ii) Customer's failure to supply all necessary information and/or authorizations.

g) Notice of Rejection.

If a funds transfer request is rejected, Bank will notify Customer by mail, telephone, facsimile transmission or other similar means no later than the end of Bank's next business day (Monday through Friday, except holidays) after Bank has knowledge of the rejection. Bank is not liable for the rejection and is not obligated to pay Customer interest for the period before Customer receives notice of the rejection.



h) Cancellation by Customer.

Upon reasonable request by Customer, Bank may, in its sole discretion, use reasonable efforts to act on a request by Customer for cancellation of a funds transfer order if the transfer has not already been executed. In order to cancel a funds transfer order, Bank may rely on a telephone request or telecopy request from anyone whom it reasonably believes to be a representative of Customer and may be positively identified as such and who is able to provide the specifics on the funds transfer order sought to be canceled.

i) Finality of Payment.

Once the funds transfer has been executed, payment is complete and irrevocable as between Customer and Bank and not subject to an amendment, even if the beneficiary does not receive payment.

j) Customer Warranties.

Customer will not use the funds transfer service to conduct transactions for any other person or entity.

10. ACH Agreement.

If Customer desires services for ACH (Automated Clearing House) including but not limited to payroll, ACH Payment and ACH Receipt of funds in connection with this Agreement, a separate agreement will be required. Customer will advise Bank if it wishes to so proceed.

11. Disclaimer of Warranty.

Customer has had the opportunity to understand the Services and is entering into this Agreement based upon Customer's own analysis and review. Bank makes no warranties with respect to eBusinessBanker, including whether the Services will fit Customer requirements.

Customer will be fully responsible for any transaction resulting from use of Customer's code (s). Bank may elect, in its discretion, not to act on a request or transmission if it is unable to obtain reasonable verification as to the source of the transmission.

Customer understands that online access may be temporarily unavailable during periods when Services are ordinarily available; such as when Bank's equipment or software needs servicing or is otherwise unavailable. Bank will not be responsible for any losses or inconvenience caused by these temporary unavailability periods.

Customer is responsible for the maintenance and installation of its own computer(s), related equipment and software ("Customer's Equipment"). Bank is not responsible for any failures or errors caused by any malfunction of Customer's Equipment or for any computer virus-related problems associated with Customer's use of such equipment.

Customer may make use of the eBusinessBanker system to download account history into Excel®, Quicken®, QuickBooks® or MicroSoft Money®. Bank is not responsible for any download errors, file corruption or incompatibility with Customer hardware or software.

12. Assignment.

Without Bank's prior written consent, Customer will not assign, delegate, or otherwise transfer its rights, duties, responsibilities, obligations or liabilities under this Agreement.

13. Severability.

If any term, condition or provision of this Agreement is determined to be invalid, illegal or unenforceable, such finding will in no way affect the validity or enforceability of the other terms and provision of this Agreement. The remaining terms and conditions will be valid and enforceable as if the invalid and unenforceable term, condition or provision was never a part of this Agreement.

14. Limitations of Liability; Indemnity.

In the performance of the services required by this Agreement, Bank will be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement, and will not be responsible for the accuracy or completeness thereof. Bank will be responsible only for performing the services expressly provided for in this Agreement, and will be liable only for its negligence or willful misconduct in performing those services. Customer is responsible for the training and supervision of its employees or authorized agents. Bank will not be responsible for Customer acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any transaction or entry received from Customer) or those of any other person (including without limitation malfunctions in delays caused by communication facilities not operated by Bank). Customer agrees to indemnify Bank against any loss, liability or expense resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Customer or any other person described in this Section 14.

Customer understands the limitation on Bank's liability and that Customer's sole and exclusive remedy for claims in connection with or arising out of this Agreement from any cause whatsoever and regardless of the form of action will be limited to actual, direct damages for losses resulting from Bank's negligence or willful misconduct. In no event will Bank be liable for, and Customer expressly waives any consequential, special punitive or indirect loss or damage that Customer may incur or suffer in connection with this Agreement, including without limitation, losses or damages from any wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

Subject to the foregoing limitations, Bank's liability for loss of interest resulting from its error or delay will be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Boston for the period involved.

Bank makes no express or implied warranties concerning eBusinessBanker software or related services provided by Bank including but not limited to any warranties of merchantability, fitness or a particular purpose or non-infringement of third party proprietary rights, unless disclaiming such warranties is prohibited by law.

Bank will have no liability for Customer's failure to strictly comply with the instructions for use of the Services as amended from time to time.

Bank will not be liable for any loss, expense or delay caused by accidents, terrorist action, strikes, fire, flood, war, riot, electrical or mechanical failure, software, acts of God or any other cause or causes which are beyond its reasonable control.



15. Waiver.

No waiver by Bank, whether express or implied, of any provision of this Agreement will constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement.

16. Amendments.

From time to time Bank may amend any of the terms and conditions contained in this Agreement. Such amendments shall become effective upon receipt of notice by Customer or such later date as may be stated in Bank's notice to Customer. Customer must notify the Bank within 30 days of receiving written notice of any amendment if it does not accept said revision; upon such time, this Agreement will be terminated at the end of the aforementioned 30 day period.

17. Termination.

Customer or Bank may terminate this Agreement at any time by giving 15 calendar days prior written notice of termination to the other party.

In the event that the Customer has contracted with Bank for more than one Service, such termination may apply to all or less than all of the Services. In the event that it will become unlawful, in the reasonable opinion of Bank, for Bank to perform any of the Services under any applicable law or regulation, this Agreement will terminate as to the affected Services immediately upon notice thereof to Customer by Bank.

18. Governing Law and Attorneys' Fees.

The laws of the Commonwealth of Massachusetts and all applicable federal laws and regulations thereunder will govern this Agreement and all rights and obligations. In the event of any action by Bank to enforce this Agreement, Customer agrees to pay the costs thereof, including reasonable attorneys' fees, court costs and all other costs and expenses.

19. Entire Agreement.

This Agreement constitutes the entire and complete understanding between and among the parties with respect to the subject matter of this Agreement, and no representations or agreements, express or implied, of any kind or character whatsoever have been made except as is expressly set forth in this Agreement.

20. Joint and Several.

If more than one party signs this Agreement, the contractual obligations will be the independent obligations of each party, the obligations hereunder being joint and several.

21. Miscellaneous.

By execution of this Agreement, Customer represents and warrants to Bank that this Agreement is a valid and binding obligation of Customer and, if Customer is a corporation, that this Agreement has been duly authorized by all appropriate corporate action.

This Agreement, together with any attached Schedules (as the same may be changed from time to time), contains the entire understanding of Customer and Bank with respect to the subject matter hereof and supercedes any previous discussions, proposals, undertakings or agreements, oral or written, if any, between Customer and Bank with respect to the subject matters hereof; provided, however, that all Agreements and authorization between Bank and Customer, and resolutions of Customer, relating to other aspects of any banking or lending relationship between them, which may interrelate with this Agreement, remain in full force and effect and are not hereby superseded. This Agreement controls if there is any conflict with any other agreement between Customer and Bank.

All notices and other communications provided for hereunder will be in writing and will be effective on the earlier of receipt or three (3) days after depositing postage pre-paid in the U.S. mails addressed, as appropriate, to Customer or Bank at the address provided under their respective signatures. Customer or Bank may change the address to which notices will be sent under this Agreement by giving notice of such change pursuant to this paragraph.

All notices either party is required or may desire to serve upon the other party will be addressed as follows:

<i>To Bank</i> Cape Cod Cooperative Bank 221 Willow Street Yarmouth Port, MA 02675 Attn: Deposit Services Department / eBusinessBanker	<i>To Customer</i> At the most recent address furnished to Bank by Customer
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or to such other address as Bank or Customer may hereafter designate in writing by notice to the other party and such notice will be given as provided above.