

CHARLES RIVER BANK ONLINE BANKING AGREEMENT

I. GENERAL TERMS AND CONDITIONS

1. Applicability

This Agreement includes the General Terms and Conditions which govern the use of all Charles River Bank Online Banking services including Online Banking, Mobile Banking and Electronic Bill Pay (each a "Service" or collectively, the "Services") and the applicable section of the Agreement governing the Service to which you are subscribing. Each person or entity that enrolls for the Services and any person authorized to use the Services agrees to the terms of this Agreement.

2. Definitions

As used in this Agreement, the words "you" and "your" refer to the person(s) or entity(ies) subscribing to or authorized to use the Service. The words "we," "us," and "our" refer to Charles River Bank. The term "business day" means Monday through Friday, and excludes Saturday, Sunday, and all banking holidays. The word "Account" refers to all of your deposit and credit accounts to which you requested and obtained online access at Charles River Bank, including but not limited to checking accounts, money fund accounts, savings accounts, certificates of deposit, overdraft lines of credit, consumer loans, mortgage and home equity loans and commercial loans and lines of credit.

3. Charles River Bank Account

You must have a Charles River Bank deposit account open and in good standing to use the Services. This Agreement affects your Accounts, please read this Agreement carefully, and retain a copy for your records. You may print this Agreement or download the Agreement to your computer. You may also obtain a copy on our website or request a copy of this Agreement and other agreements governing your accounts and services with us by calling us at 1-508-533-8661. The terms, conditions, and disclosures for each of your Charles River Bank accounts and loans continue to apply, notwithstanding anything to the contrary in this Agreement.

4. Representations

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 and authority to provide such information to us for the purpose of using the Services.

5. Warranty Disclaimer

Any software related to a Service is provided "as is" without warranty of any kind. The entire risk as to results and performance of the software related to the Services is assumed by you. We do not warrant, guarantee, or make any representations regarding the use of, or the results of the use of, the software related to the Services in terms of correctness, accuracy, reliability, or otherwise. Neither we nor our suppliers make any representations or warranties of any kind regarding use of the software related to Services, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, unless disclaiming such warranties is prohibited by law.

6. Limitation of Liability We shall not be liable for failure to provide access or for interruptions in access to any Services due to a system failure, other unforeseen acts or circumstances or a malfunction of your computer equipment or any system you use, including your browser, Internet service provider or other software you use. We will not assume responsibility with respect to your use of the Services and that electronic transmission of confidential and sensitive personal or business information is at your own risk. We are also not responsible for any electronic virus or viruses that you may encounter. We suggest

that you routinely scan your computer and other devices using an up to date anti-virus product. An undetected virus or other malware may corrupt and destroy your program, files, and hardware.

IN NO EVENT AND UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, SHALL WE OR OUR SUPPLIERS BE LIABLE TO YOU, OR ANY OTHER PERSON CLAIMING BY OR THROUGH YOU, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFIT (EVEN IF ADVISED OF THE POSSIBILITY THEREOF), LOSS OF GOODWILL, LOSS OF USE, DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES.

7. Modifications

We may modify the Services from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Services as modified and we will not be liable to you for any losses caused by your failure to properly use the Services. We reserve the right to terminate all prior versions of Services and limit access to only the most recent versions and updates. We reserve the right to terminate access to any Service, in whole or in part, at any time.

8. Changes in Terms

We reserve the right, at any time, to modify the terms of this Agreement. We will notify you of changes at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law. If advance notice of the modification is not required, and disclosure of said modification does not jeopardize the security of an Account or of a Service, we will notify you of said modification within 30 days of the modification becoming effective. To the extent permitted by applicable law, if you have previously agreed to receive notices and disclosures electronically, we will forward such notices to you by e-mail or post such notices on our website and alert you by e-mail of the posting of such notice. Your use of any or all features of a Service after the effective date of the notice indicates your acceptance of the modification in terms.

9. Charles River Bank's Right to Terminate We reserve the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time. To protect your account information, if you do not access Online Banking for a period of 180 days, then your Login ID will become inactive and you must contact us to reactivate your Login ID and if you do not access Online Banking for a period of 210 days, then your Login ID will be deleted and you must contact us to reenroll into Online Banking.

10. Your Right to Terminate You may cancel your Service(s) at any time by providing us with notice in accordance with the instructions set forth below. If you have designated a joint consumer account as one of the accounts you may access with your Service and you notify us that you wish to terminate your Service, only your Service, your Login ID and password will be suspended. Other joint account holders must notify us to suspend their own Service, Login ID and password. Business profiles and users may be deleted by a business account owner or others authorized by the account owner.

Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel Online Banking. You will remain responsible for all outstanding fees and charges incurred in connection with Online Banking.

11. Authorization to Obtain Information You agree that we may, from time to time, obtain and review your credit report from authorized credit bureaus.

12. Fees and Charges By using Online Banking, you agree to pay the associated fees and charges, as set forth in the most current Fee Schedule brochure. Applicable fees, as disclosed in the most current Fee Schedule will be charged to your Designated Account. One such fee is the Excess Withdrawal Fee. Federal Reserve Regulation D imposes transaction limitations on savings and money market accounts that restrict use to six automatic, preauthorized, or other third party transfers per statement cycle, which include Online Banking transfers through Online and Mobile Banking. We will charge a transaction fee for each transfer in excess of this limitation. The fee for excess withdrawals may be found in Charles River Bank's Schedule of Service Fees. If you do not have sufficient funds in your account on the date the fee is payable, you authorize Charles River Bank to automatically deduct the payment from your account as soon as funds are available. If the Designated Account has insufficient funds to cover fees or charges, we may deduct the fees or charges from any other account at Charles River Bank. If such fees or charges cannot be paid, we may cancel online services.

13. Hours of Access You may access your accounts through Online Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all features of the Services may not be available due to system maintenance. We will endeavor to post notice of any extended periods of non-availability on our website.

14. International Access

We make no representations that Online or Mobile Banking will be available for use in locations outside of the United States. Accessing the Services from locations outside of the United States by you is at your own risk and may not be secure.

15. Permissible Transactions

When you use a Service to transfer funds from your line of credit account, you agree that we may take any action required to obtain advances on your behalf without obtaining your signature. We reserve the right, in our sole discretion, to deny any transactions made using the Services.

16. New Features

We may, from time to time, introduce new features to the Services. We may, but are not required to, notify you of the existence and availability of such new features. By using these features when they become available, you agree to be bound by the terms of the agreement governing such features.

17. Funds Transfer

A. Internal Transfers

1. **Account Designation.** You may designate accounts at Charles River Bank between which you may transfer funds electronically through Online and Mobile Banking. You may initiate transfers into accounts in your name and you may also transfer funds to other Charles River Bank account holders. To transfer money to other Charles River Bank customers, you need the customer's account type, name and account number of the account holder and must establish the transfer using the "Transfer Funds" option in Online and Mobile Banking, and select the tab for "Unlinked Accounts". Utilize the "Additional Transfer Options" to create the new transfer payee.
2. **Funds Availability.** Although you receive immediate provisional credit upon completion of your Online or Mobile Banking session for "Immediate" IntraBank transfers made during the session, you must make transfers before 6:00 p.m. on a business day for those funds to be posted on an account that day and to be available for non-Charles River Bank Online and Mobile Banking transactions. Transfers designated as "Immediate" transactions made after 6:00 p.m., or on a weekend or holiday, will be available for the payment of non-Charles River Bank Online and Mobile Banking transactions on the following business day. "Immediate"

transfers cannot be canceled. Transfers designated as "Future" or "Recurring" transactions will be processed by 10:00 a.m. of the Scheduled Initiation Date for provisional credit (i.e. for Online and Mobile Banking Bill Payments, and cash withdrawals at ATMs or banking centers), and will post and be available by the next business day for payment of non-Charles River Bank Online and Mobile Banking transactions. If the Scheduled Initiation Date falls on a weekend or holiday, the transfer will occur on the next business day. Future-dated transfers may be changed or canceled until 12:00 midnight of the night before the processing date.

- B. External Transfers. Transfers between your account with Charles River Bank and account(s) held at other financial institutions (External Transfers) are accomplished through an automated clearing house (ACH) debit against the account funds are being transferred from, and an ACH credit to the account(s) funds are being transferred to.
1. Account Designation. In order to make an external transfer via Online and Mobile Banking, accounts maintained at other financial institutions (foreign accounts) must be your accounts. You must provide the name of the financial institution, the account number, and a routing and transit number.
 2. Funds Availability. Funds for external transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the account that received the funds. Generally, the account holding institution will receive the funds no later than four business days following the Scheduled Initiation Date.
 3. Transfer Between Two Financial Institutions Other Than Charles River Bank. You must first transfer funds from one institution into you designated primary checking account at Charles River Bank and then transfer funds from your Charles River Bank designated primary checking account to the second institution.

Funds Transfer may be processed in three different transaction modes. Internal transfers may be scheduled in any of the below modes. External transfers may only be scheduled as "Future" or "Recurring."

1. "Immediate." If you designate a payment or transfer as an "Immediate" transaction, the scheduled initiation date will be the next business day. However, sufficient funds must be available on the day and at the time you request the "Immediate" transaction. "Immediate" Transfers may not be canceled for any reason once you have ended an Online or Mobile Banking session, as funds are immediately deducted from your designated account.
2. "Future." If you designate a Transfer as a "Future" transaction, you may request that the transaction be made on a future date that you may designate up to 364 days in advance of the Scheduled Initiation Date. The processing date will be the effective date you enter, or the next business day should the effective date fall on a weekend or holiday. Sufficient funds must be available by midnight of the night before the processing date, but will be deducted from your designated account on the Scheduled Initiation Date. "Future" transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.
3. "Recurring." If you designate a Transfer as a "Recurring" transaction, you may request, and Charles River Bank will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e. weekly, bi-weekly, monthly, etc). You will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before the Scheduled Initiation Date, but will be deducted from your designated account on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.

Transfer Limits: Transfer limits are defined at enrollment. These daily dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. We may change your transfer limits at any time. If we decrease your daily dollar limit, we will notify you as required by law, but you agree that we may reduce your daily dollar limit without prior notice for security purposes or because of excessive overdrafts to your Charles River Bank account.

18. Your Liability for Unauthorized Transfers You should notify us immediately if you believe your password has been lost or stolen or if you believe there have been any unauthorized transactions on any of your accounts. To notify us, please write or call us as described in Section 19 below during our regular business hours:

Monday, Tuesday, Wednesday	8:30 AM – 4:00 PM
Thursday	8:30 AM – 6:00 PM
Friday	8:30 AM – 5:00 PM
Saturday	9:00 AM – 1:00 PM

Telephoning is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

You could lose all the money in your deposit account(s) accessed through Online and Mobile Banking if you do not inform us that your Password has become known to an unauthorized person. If you notify us immediately after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your Password to access Online and/or Mobile Banking without your permission.

Also, if your statement shows electronic funds transfers that you did not make, you will notify us immediately. We may require you to provide your complaint in the form of affidavit. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

Please be aware that you agree to be solely responsible for monitoring your account activity and further, you agree that the Bank shall have no obligation to do so.

19. What to Do In Case of Errors or Questions about Your Electronic Transfers, Including Bill Pay

You will telephone us at 508-533-8661, or write Charles River Bank, Attention: Deposit Operations, P.O. Box 740, 70 Main Street, Medway, MA. 02053, as soon as you can, if you think your statement is wrong, or if you are unable to cancel a future or recurring payment or transfer using Online or Mobile Banking no later than three business days before the scheduled date of the payment or transfer. If you need more information about a Bill Payment or Transfer listed on your statement, you will call Customer Service at 508-533-8661. We must hear from you no later than 60 days after we send the statement on which the problem or error appeared. A statement is considered to have been sent when it is first made available. You must:

1. Tell us your name and account number
2. Describe the error or payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information.

3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint or question in writing within ten business days. We may require you to provide your complaint in the form of an affidavit.

We will determine within 10 business days (20 business days if the suspected error occurred on a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already had an established account with us before this account is opened.

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

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

Other Problems

If you believe an error other than an electronic funds transfer problem has occurred concerning a deposit account or if you have a problem regarding a credit account accessed by an ATM Card, you will refer to your monthly statement for instructions regarding how to have us resolve your question or correct an error.

20. Posting of Transactions Most transactions post immediately and will be reflected in your balances and activity.

21. Transaction Limits The number and dollar amount of transfers to and from your Accounts using the Services are set by the bank. If a hold is placed upon any portion of deposits made to an account from which you wish to transfer funds, you may not transfer the portion held until the hold expires. With respect to savings and money market accounts, you may not make any more than six (6) transfers per calendar month whether to another account with us or to a third party via preauthorized or automatic transfer, telephonic agreement, or order of instruction.

22. Our Liability for Failure to Make a Transfer

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. However, there are some exceptions.

We will not be liable, for instance:

- A. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- B. If you have an overdraft line and the transfer would go over the credit limit.
- C. If the automated teller machine where you are making the transfer does not have enough cash.
- D. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

- E. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- F. If the funds are subject to legal process or other encumbrance restricting such transfer.
- G. There may be other exceptions stated in our agreement with you.

23. Stop-Payment Requests You may initiate stop-payment requests online using one of the Services or by calling us at 1-508-533-8661. Such stop-payment requests may only be for paper checks you have written on your accounts (not bill pay payments or electronic payments). Stop payments on Bill Pay are detailed in the Bill Pay Disclosure available on our website.

Online stop-payment requests are processed as received. To be effective, your stop-payment request must provide the name of the payee, the check number, the amount of the check, and the date of the check. You will incur stop-payment charges as disclosed in the most current version of the Fee Schedule.

24. Other Agreements

Other existing agreements and contracts you may have with us cover certain features and functionality available through the Services. For example, the terms and conditions of any "Corporate Wire Transfer Agreement" and "Corporate Automated Clearing House Agreement" remain in full force and effect and prevail in instances where those agreements and this Agreement conflict.

You agree that you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your home Internet or mobile service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Services and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly, without involving us.

25. Confidentiality You understand and agree that we may disclose information about your accounts and transfers to others. The limitations under which we may disclose such information are described in our "Privacy Statement" and our "Initial Disclosure of Terms and Conditions of Electronic Fund Transfer Services" received at account opening and available on our website.

26. Periodic Statements In addition to real time viewing of account activity through the Services, all of the payments and transfers made through the Services will appear on your monthly account statement(s). It is your responsibility to review your statements in a timely manner and communicate any concerns you have about transactions, fees or other matters to us.

27. Notices/Address Changes If you send us a message through any Service, we will be deemed to have received it on the following business day. We will then have a reasonable time to act on your message. Messages sent through the Services are secure, but other e-mail messages may not be secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers or passwords via e-mail.

Notices under this Agreement should be sent to the following address, as applicable:

CHARLES RIVER BANK
70 Main Street,
Medway, MA 02053
(508) 533-8661

28. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement, or any Service, to any directly or indirectly affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

29. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

30. Choice of Law and Choice of Venue This Agreement, as well as the parties' rights and obligations hereunder, shall be in all respects interpreted, enforced and governed by and under the laws of the United States and the Commonwealth of Massachusetts. Any lawsuit between the Bank and you, arising from this Agreement or otherwise, shall be brought in a court located within the Commonwealth of Massachusetts. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable; additionally, all remaining provisions shall remain in full force and effect. The headings used throughout this Agreement are for convenience only and shall not govern the interpretation of the provisions. In the event of a dispute regarding a Service, you agree that it will be resolved by looking to the terms and conditions contained herein and in the "Initial Disclosure of Terms and Conditions of Electronic Funds Transfer Services" provided to you at account opening and available on our website.

31. Massachusetts Law on Electronic Funds Transfer Disclosure

- A. Any documentation provided to you, which indicates that an electronic fund transfer was made to another person, shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- B. The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

II. ONLINE BANKING

1. Online Banking Online Banking is subject to the General Terms and Conditions, Section I above, and may be accessed using any internet browser by visiting www.charlesriverbank.com. Online Banking allows you to perform the following permissible banking functions:

- a) Transfer funds electronically between accounts at Charles River Bank and between financial institutions (Transfers);
- b) Obtain account information;
- c) Obtain certain Charles River Bank product and service information;
- d) Access my designated account to pay most bills (Bill Payments);
- e) Download account information to Quicken or Quickbooks software programs;
- f) View account balances and review transaction history;
- g) Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement);
- h) Transfer money to other CRB account holders ;
- i) Transfer funds between your accounts at CRB and other financial institutions;
- j) Communicate directly with Charles River Bank through the securemail function;
- k) You can reset your password if you get locked out or forget it;
- l) Receive text or email account alerts;
- m) Freeze your CRB Debit MasterCard® if it is ever lost or stolen, then reactivate it if found;
- n) Move various information tables on your online banking screens so the information that is most important to you appears where you want to see it;
- o) Make wire transfers or initiate ACH transactions (Contact a Personal Banker if interested.)

2. Requirements for Use In order to access, view and use Online Banking, you must have:

- A personal computer, operating system and telecommunication connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, statements and other documents received in electronic form from us via access to our web site using one of the browsers specified below
- A current Internet browser that supports 128 bit encryption
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- A current version of Adobe® Acrobat® Reader

You agree to review your hardware and software to see if you meet the above standards. Your consent to this Agreement will be deemed proof that you acknowledge that you have met the specifications.

3. Online Banking Password Upon enrollment in Online Banking, you will select a password that will grant you access to Online Banking. You are solely responsible for ensuring the confidentiality of your password. We recommend that your password be comprised of both letters and numbers, and that it not be easily associated with any personal information, such as your address, date of birth, or anniversary. Your password should be memorized, and never written down. We may periodically ask you to change your password.

4. Joint Accounts

Use of Online Banking by any one owner of a joint account or by an individual authorized on a business account, shall be deemed an authorized transaction on an account unless you provide us with written notice that the use of Online Banking is terminated and we have a reasonable opportunity to act on said notice in accordance with the other provisions herein, or that the joint account owner or authorized signer has been validly removed from the account.

5. Business Customers

If you are a business customer, you agree that use of a Login ID and Password is a commercially reasonable method of providing security against unauthorized electronic transactions. It is the responsibility of your business to protect the confidentiality of your login credentials. Whether your business has requested a single Login ID or multiple Login IDs, it is your business' responsibility to require that these passwords be kept confidential and be used only by authorized persons.

You agree that we are authorized to act on any and all instructions received under your Login ID and Password. Use of the Login ID and Password constitutes authentication of all transactions performed by you or on your behalf. All transactions initiated with your Login ID and Password will be attributed to you. You accept as your sole responsibility the use, protection and maintenance of the confidentiality of, and access to, your Login ID and Password. You agree to take reasonable precautions to safeguard your Login ID and Password and keep them confidential. We are not responsible for unauthorized use of your Login ID and Password.

6. Limitation of Liability

Except as provided by law, you on behalf of yourself, your estate, your heirs and any person who may claim through you or, if an entity, its predecessors, successors and affiliates and its or their trustees, directors, officers, employees, agents and representatives and all persons who may claim through it hereby agree to indemnify, defend and hold us, our affiliates, and its and their trustees, directors, officers and employees harmless from all costs and liabilities (including reasonable attorneys' fees and costs) we may suffer or incur as a result of your enrollment into Online Banking, arising from any claim to funds transferred out of your Account or paid under authority of your Login ID and Password including but not limited to liability for items presented or electronic transfers against such funds, claims of government agencies for the return of funds, liability to other third parties claiming rights to the funds, or any claim made against us arising from any products and services provided by us to any person under authority of your Login ID and Password.

7. Security

Should you enter your password incorrectly on three (3) consecutive attempts, you will be blocked from accessing Online Banking. For additional protection, your Login ID will be locked after 180 days of inactivity. If you do not log into your account within 60 days of enrollment, then your Login ID and profile will be deleted. If your account becomes blocked for any reason, please call us at 1-508-533-8661.

III. MOBILE BANKING

1. Mobile Banking

Mobile Banking is subject to the General Terms and Conditions and Online Banking sections I and II, above. Mobile Banking allows you to access your Accounts through the applicable official Charles River Bank Mobile Banking Application which is designed specifically for your specific internet enabled devices (each a "Mobile Device"). In order to make transfers between your accounts and pay bills using Mobile Banking, you must first arrange for those services in Online Banking.

2. Risk of Loss

Except as required by law, you shall bear the entire risk for any use of Mobile Banking, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Mobile Device, login information or any other means to access Mobile Banking, you will be liable for any transactions undertaken and we will not be liable for any resulting damages.

3. Limitation of Liability

Except as provided by law, you on behalf of yourself, your estate, your heirs and any person who may claim through you or, if an entity, its predecessors, successors and affiliates and its or their trustees, directors, officers, employees, agents and representatives and all persons who may claim through it hereby agree to indemnify, defend and hold us, our affiliates, and its and their trustees, directors, officers and employees harmless from all costs and liabilities (including reasonable attorneys' fees and costs) we may suffer or incur as a result of your enrollment into Mobile Banking or registration of the Mobile Device, arising from any claim to funds transferred out of your Account or paid under authority of the Mobile Device including but not limited to liability for items presented or electronic transfers against such funds, claims of government agencies for the return of funds, liability to other third parties claiming rights to the funds, or any claim made against us arising from any products and services provided by us to any person under authority of the Mobile Device.

4. Security

You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device by which you access Mobile Banking. You agree not to leave the Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access. You agree not to provide any of your access information to any unauthorized person. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. You agree to not use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal. For suggestions on how you may secure your device, please visit our website.

CHARLES RIVER BANK

70 Main Street,
Medway, MA 02053
(508) 533-8661

Member FDIC

Member SIF

EQUAL HOUSING LENDER

The Bank maintains three full service branches at 70 Main Street, Medway, MA, 2 South Maple Street, Bellingham MA and 1 Hastings Street, Mendon, MA 01756. The branch hours as follows:

Monday, Tuesday, Wednesday	8:30 AM – 4:00 PM
Thursday	8:30 AM – 6:00 PM
Friday	8:30 AM – 5:00 PM
Saturday	9:00 AM – 1:00 PM

Medway High School Branch

Open When School is in Session:

Monday through Friday 10:00 AM to 12:45 PM

24 Hour services offered by the Bank include ATM's located at the main office which includes one drive-up and one walk-up. The Bellingham and Mendon offices offer a drive-up ATM. The Bank is a member of the SUM and MoneyPass networks providing our customers access to surcharge free ATM's. 24 Hour telephone banking and Internet Banking with bill payer service is also offered by the Bank.

ONLINE BILL PAY TERMS OF SERVICE

Last updated June 19, 2017

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Charles River Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms of this Agreement. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable

3. Amendments. We may amend this Agreement for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements. We will notify you of any modifications involving increased fees or charges or increased liability for you at least 30 days before the effective date of such a change.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

Charles River Bank
P O BOX 740
70 Main Street
Medway, MA 02053

We may also be reached at 508-533-8661 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our [Privacy Policy](#) for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or

threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses,

worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. You could lose all the money in your deposit account(s) accessed through Online and Mobile Banking if you do not inform us that your Password has become known to an unauthorized person. If you notify us immediately after you learn of the theft or loss, your liability is no more than \$50.00 should someone access your account without your permission. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your

Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our [Privacy Policy](#), you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible

Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.

- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days (20 Business Days if the transfer involved a New Account) after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days (90 days if the transfer involved a New Account) to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days (20 business days if the transfer involved a New Account) for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur. Your account is considered a New Account for the first 30 days after the first deposit is made, unless each of you has an established account with us before the new account is opened.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in Norfolk County, Massachusetts. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any

third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE

FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives

earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from

your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating

in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

2. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our [Privacy Policy](#) (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial

fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 13 of the General Terms (Prohibited Payments) or an Exception Payment under this Agreement.

12. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization. In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.