

decide to do this, we will provisionally 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 provisionally credit your account.

Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has 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. You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

12. Charges for Electronic Funds Transfers. There is no charge for direct deposits to any account type. We do not charge for preauthorized withdrawals from any account type.

All transactions done at Clinton Savings Bank ATM machines will be done at NO CHARGE. Transactions at terminals not owned by Clinton Savings Bank will be assessed a fee which will be set forth in the current Schedule of Fees. Additional fees may be charged by the owner of the non-Clinton Savings Bank ATM.

There may also be a fee imposed on Point-of-Sale transactions which will be set forth in the current Schedule of Fees.

Except as indicated above, we do not charge for electronic funds transfers. We may, in the future, impose other charges in connection with transactions you initiate with the card. Any charges imposed will be disclosed from time to time by written notice to you.

13. Protected Consumer Use of Electronic Funds Transfers. Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

(a) Prohibition of Compulsory Use. No person may:

- require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
- require you to either accept an electronic fund transfer service or to establish an account which is accessed electronically as a condition of employment or receipt of governmental benefit, or
- require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer, you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

(b) Waiver of Rights. No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.

(c) Refunds. If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.

(d) Suspension of Obligations. If a person agrees to accept payment by means of an electronic fund transfer and a malfunction of the system prevents such a transfer, your obligation is suspended until the transfer can be

completed, unless that person, in writing, demands payment by other means.

(e) Prohibited Means of Identification. Your Social Security number cannot be used as the primary identification number, although it can be used as secondary aid to identify you.

(f) Criminal Liability. Procuring or using a Card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

SPECIAL TERMS AND CONDITIONS FOR CARDS

14. The Card is your personal Access Device to the account(s) you select. You will use the Card in accordance with the operating information you receive with your Card and will be responsible for authorized use of the Card. The Card is intended for your personal use only. Your use or use by anyone with actual authority or for your benefit constitutes an authorized use. You will receive your personal identification number "PIN" in a separate mailing. If you have a problem remembering your selected PIN number and would like to select one yourself, with proper identification, you may change the number at any of our branch locations.

The use of the PIN together with your Card is intended to prevent your Card from being improperly used. In order to protect this security, do not write your PIN on your Card or Card envelope or keep your PIN close to your Card. Do not select the first four or the last four digits of your social security number as your PIN.

15. The use of the Card to purchase goods or services at merchant locations or to withdraw cash will constitute a simultaneous withdrawal from and/or demand upon your account, even though the transaction may not actually be posted to your account until a later date. Electronic transactions will be posted to your account in the order they are received.

16. Anyone honoring the Card may be required to obtain approval or authorization for any transaction over a certain dollar amount. The authorization will create a hold on your account for the authorized amount.

17. Any hold placed on your account may reduce the available funds in your account so that other checks or Transfers presented to us for payment may not be paid, other Transfers may not be authorized or checks may not be honored. You agree that we may take this action and you agree to relieve us of any liability for placing a hold on the account as agreed.

18. You may use your Card only in the manner and for the purposes we authorize. We may recognize a transaction even if we have not authorized it, but that does not mean we will authorize the same type of transaction again.

19. You may terminate the Electronic Fund Transfer Agreement by notifying us in writing. We reserve the right to terminate the Electronic Fund Transfer Agreement at any time.

20. If a negative (overdraft) balance in your account results from the use of the Card or from any other Transfer, you will pay us on demand this negative balance, and you will pay us our then current charge for overdrafts.

21. We have the right to change the terms of this agreement from time to time. We will notify you at least 30 days before the change will take effect if the change will cause you greater costs or liability or if it will limit the types or frequency of transactions you can make using the Card and PIN. We do not have to notify you in advance, if an immediate change is necessary for security reasons.

22. The Terms and Conditions are subject to The Deposit Account Agreement and are governed by Massachusetts law, except to the extent that any federal law controls. If there is any conflict between any term of this agreement and Massachusetts or controlling federal law or regulations, that term shall be deemed to be modified to make it comply.

23. Any notice which we mail to you shall be effective when placed in the United States mail, postage prepaid and addressed to you at your last address as indicated on our records.

24. By accepting, signing or using a Card, or otherwise engaging in a Transfer, you agree as a condition to using the Card and the privilege it affords, and in consideration of the Bank allowing Transfers, that in the event we determine that legal action is necessary to enforce these Terms and Conditions, all such legal action may be maintained in the courts of the State of Massachusetts and you consent to waive any objection to venue in any of those courts for the purpose of determining the proper venue of any action.

25. If we initiate any legal action to collect money owed to us under these Terms and Conditions, including counterclaims, you agree to pay all of our costs for such action, including the reasonable fees of an attorney.

26. We expressly disclaim all warranties that the NYCE[®] system, or the PLUS[®] System network, or their components, including, but not limited to, card and terminals, shall function properly or be available for use.

27. This agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the NYCE system, or the PLUS System network or any other authorized network or a customer's account; however, we will notify you in writing twenty one (21) days prior to the effective date of any change in any term or condition of the Agreement or your account, if such change would result in greater cost or liability for you or decreased access to your account.

28. Each owner of a joint account will be obligated for the full amount of any withdrawal against the account regardless of which owner electronically accesses the account.

WARNING: Wrongfully obtaining funds by use of a Card or other Access Device constitutes a federal criminal offense punishable by fine or imprisonment or both.

WARNING: As part of the security system for the protection of your Card and PIN, we may use hidden cameras and other security devices to determine who is using a Card at an automated teller machine.

Clinton Savings Bank

An experience you can bank on.

Clinton • Bolton • Sterling • Berlin • Boylston • West Boylston

888-744-4CSB • 978-365-3700

Disclosure Statement and Cardholder Agreement

Terms and Conditions

For Automated Teller Machine (ATM) Banking,

Clinton Savings Bank

MasterMoney[™] Debit Card Banking

& Other Electronic Banking Services

Please read this disclosure carefully as it contains important information about your rights and obligations for these transactions. Please keep this notice for future reference.

Clinton Savings Bank
200 Church Street, P.O. Box 770, Clinton, MA 01510-0770
MEMBER FDIC/DIF EQUAL HOUSING LENDER

Rev C 11/10

1. Agreement. By signing, using or authorizing use of a Card, or otherwise initiating a transfer, you agree to be bound by these Terms and Conditions.

2. Liability for Unauthorized Transactions. Tell us AT ONCE, if you believe your Card, your Personal Identification Number (PIN) or both have been lost, stolen or used without your permission. Telephoning is the best way of minimizing your possible losses. You cannot lose more than \$50 if you fail to give us notice of your lost or stolen Card or PIN and your Card or PIN is used without your permission.

IMPORTANT: If you believe your Card is lost or stolen, please call us *immediately* at 978-365-3700 or 888-744-4CSB. If you need to report your card as lost or stolen *during non-business hours*, please call 800-264-5578 immediately **and** call Clinton Savings Bank on the next business day.

3. Address and Telephone Number. If you believe your Card has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission call 978-365-3700 or 888-744-4CSB between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, or write Clinton Savings Bank, Operations Department, 200 Church Street, Clinton, MA 01510.

4. Business Day/Business Hours. Our business days are Monday through Friday, excluding Federal Holidays. Business hours: Monday through Friday 9:00 a.m. to 4:00 p.m.

5. Types of Transfers and Limits on Transfers.

We are able to handle the following types of Electronic Funds Transfers. Some may not apply to your accounts or be available at all terminals.

Account Access.

- You may use your card and/or access code at authorized facilities to:
- deposit funds to your checking, statement savings, or money market statement account;
- withdraw cash from your Checking, Statement Savings, Money Market Statement account;
- transfer funds between Checking, Statement Savings and Money Market Statement accounts, subject to any restrictions on account linkage which we may impose;
- inquire into the balances of your Checking, Statement Savings, or Money Market Statement account;
- pay for purchases at places that have agreed to honor the Card and to accept payments from your checking account;
- if your card is a MasterMoney & ATM Card, you can use your Card and signature to pay for purchases wherever MasterCard® is accepted. You can also use your Card and PIN at merchants who have agreed to accept the Card. These purchases will be deducted directly from the primary checking account on your ATM Card.
- If your card is an ATM Card that accesses a checking account, you can use your Card and PIN at merchants who have agreed to accept the Card. These purchases will be deducted directly from your primary checking account on your ATM Card.

Your rights relating to refunds and returned merchandise are the same as when you pay with cash or check. You must resolve issues of this type directly with the merchant. It is the merchant's own policy that governs these transactions.

- If your Card is a MasterMoney & ATM Card you may receive cash advances at selected financial institutions up to a daily limit of \$300.00 or your preauthorized withdrawal limit.

(a) Limitations on Frequency of Transfers.

There are limits imposed by federal regulation on the number of transactions you can make from certain accounts. The limits are as follows:

- You may make only 6 preauthorized withdrawals or automatic trans-

fers (including telephone or savings overdraft protection) during each monthly statement period from your Statement Savings Account or Money Market Account.

- We do not limit the frequency of withdrawals or transfers from those accounts which are done in person at an ATM. In person withdrawals or transfers done with teller withdrawal/transfer slips are also unlimited.
- If any transaction exceeds any of these limits the Bank reserves the right to close or convert your account to a NOW Account.

(b) Transaction Limitations. There is a maximum of ten (10) transactions per card per calendar day.

(c) Limitations on dollar amounts of Transfers. Daily withdrawals from your account at our ATM machines, other authorized facilities, and merchants who have agreed to accept the Card shall not exceed the lesser of the daily withdrawal limits specified below or the available balance in your account(s). You may request a different ATM, point of sale (POS), or MasterMoney™ & ATM Card daily withdrawal limit. Daily withdrawals from all of your accounts through ATM machines shall not exceed the lesser of \$300.00, or your account balance.* Daily cash advances from selected financial institutions shall not exceed \$300.00.* Daily purchases at POS which are activated by your PIN shall not exceed the lesser of the \$300.00 POS withdrawal limit, or your account balance.* For customers qualifying for a Master Money & ATM Card, the daily limit for retail purchases will be the lesser of your available account balance or your maximum daily limit for MasterMoney™ Card purchases.* Check with any Customer Service Representative if you are uncertain of your limits. A MasterMoney Card purchase is defined as a purchase at a MasterCard merchant where you sign (as opposed to entering your PIN) for the transaction.

Clinton Savings Bank reserves the right to reduce your daily limits. Customers holding certain types of deposit accounts may request an increase in withdrawal limits subject to our approval. You have the option of limiting your maximum withdrawal to as little as \$50 per day.

(d) Overdraft Coverage. Effective July 1, 2010 ATM and one-time debit purchases will no longer be covered by using Bounce ProtectionSM unless you notify us, or Opt-In for this service. All other account and overdraft features will remain the same. Contact a Bank Representative at 888-744-4CSB to Opt-In.

All services may not be available at all automated teller machines and other authorized facilities, and withdrawal limitations at certain automated teller machines and certain other authorized facilities may differ.

* These are standard withdrawal and purchase limits. Your individual withdrawal and purchase limits, if other than the standard limits, will be provided when you apply for your Card.

6. Bank-By-Phone Service. Telephone Banking & Types of Available Transfers and Limits on Them.

Account Access. Your PIN will allow you to inquire into all savings and loan accounts you maintain with Clinton Savings Bank.

- Transfers. You may transfer between the accounts you designate on your application.
- Transfer funds between your statement accounts (Checking, Statement Savings and Statement Money Market Accounts).
- Transfer funds from your statement accounts to make a full payment on your Clinton Savings Bank mortgage or consumer loan.
- Transfer funds from your statement accounts to your Passbook Savings and Club accounts.

Limits on Dollar Amounts. There are no limits on the dollar amount of transfers as long as there are sufficient available funds in your account. You may not bring your account balance to zero.

Limits on Frequency. Other than as shown in 5(b) for Money Market

and Statement Savings Accounts, there is no limit on the number of transfers or inquiries.

Recording Permitted. Clinton Savings Bank shall have the right to record, by any technical means, any transaction or inquiry made through the use of the Bank-By- Phone Service. Telephone banking is available 24 hours a day 7 days a week. Transfers done after 6:00 pm on business days and transfers done on non business days may not be posted until the next business day. You may reach our Bank-By-Phone service by calling 978-365-3713 or 888-744-4CSB.

7. Right to Receive Documentation. Each time you use an ATM or POS terminal for a transaction or make a purchase at a MasterCard merchant, you may get a receipt. A receipt may not be generated for a transaction under \$15.00.

Preauthorized Deposits or Payments. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 978-365-3700 to find out whether or not the deposit has been made. We are not liable if we have not received the direct deposit or preauthorized debit instruction in sufficient time to process the request on its due date. We may cancel the direct deposit or preauthorized debit service you receive at any time.

Periodic Statements. Your Checking, Statement Savings and Money Market Statement account will receive a monthly statement, Club statement accounts will receive a quarterly statement showing any electronic banking transaction made to or from your account.

Passbook Accounts. You may arrange to have preauthorized credits to your account through electronic funds transfer. We will update your passbook upon presentation.

Any documentation provided to you which indicates that an electronic transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

8. Stop Payment Procedures and notice of Varying Amounts. 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 of goods or services unless you are satisfied that you will not need to stop payment.**

- Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of those payments. Please note, you cannot place a stop payment on transactions made via your ATM and/or MasterMoney™ Debit Card. Call us at 978-365-3700 or write to us at Clinton Savings Bank, 200 Church Street, Clinton, MA 01510 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. We will charge you as set forth in our current Schedule of Fees for each stop payment order you give.
- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and you provided us with sufficient information to accurately place the stop payment and we do not do so, we will be liable for your losses or damages.

9. Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your account on time or in the cor-

rect 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:

- If through no fault of ours, your account has insufficient available funds to make the transfer.
- If the funds in your account are subject to legal process, such as garnishment, or other lien.
- The transfer would go over the line of credit on your Money Line account.
- If the system was not working properly and you knew about the break when you started the Transfer.
- If the ATM or POS terminal where you are making the Transfer does not have enough cash.
- If circumstances beyond our control (such as flood or fire) prevent the Transfer, despite the reasonable precautions we have taken.
- There may be other exceptions stated in our agreement with you.

10. Disclosure of Account Information to Third Parties. In order to protect your privacy, we will not disclose any information about you or your account(s) to any person, organization or agency except:

- where it is necessary for completing Transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- to persons authorized by law in the course of their official duties; or
- to our employees, auditors, attorneys, service providers or collection agents in the course of their duties; or pursuant to a court order or lawful subpoena; or
- to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- by your written authorization which shall automatically expire 45 days after our receipt of your authorization.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within three days after we have discovered that an unauthorized disclosure has occurred.

Any documentation provided to you which indicates that an electronic transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

11. ERROR RESOLUTION NOTICE. In case of errors or questions about your electronic transfers, telephone or write us at the telephone number or address listed in this brochure as soon as you can, if you think your statement, passbook or receipt is wrong or if you need more information about a transfer listed on the statement, passbook or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your passbook account, no later than 60 days after the problem or error was FIRST reflected in your passbook or statement.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved 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