



ONLINE BANKING/BILL PAYMENT & PRESENTMENT AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service or the Bill Payment & Presentment service ("Services"). It also describes the rights and obligations of Clinton Savings Bank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

1. Definitions

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "Bill Payment & Presentment" is the Internet service that enables the scheduling of bill payments using a personal computer, and the receipt of electronic bills;
- "ISP" refers to your Internet Service Provider;
- "Online Banking" is the internet-based service providing access to your Bank account(s);
- "Online Account" means the bank account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- "Time of day" references are to Eastern Standard Time;
- "Customer Number" is the identification code assigned to you for your connection to the Service;
- "We", "us", or "Bank" refer to Clinton Savings Bank, which offers the Services and which holds the accounts accessed by the Services; and
- "You" or "your" refers to the owner of the account or the authorized representative.

2. Access to Services

The Bank will provide instructions on how to use the Online Banking and Bill Payment & Presentment Services. You will gain access to your account online through the use of your Internet-enabled device, your ISP, your Customer Number and your Password. You may access your accounts online 24 hours a day, seven (7) days a week. However, availability of the Services may be

suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 4:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

3. Banking Transactions with Online Banking

1. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make onetime transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

NOTE: Because regulations require the Bank to limit withdrawals and transfers (including Online Banking transfers) from certain types of accounts, the following limitations apply:

Statement Savings. Transfers from a Statement Savings Account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no transfers by check, draft, debit card, or similar order to third parties. Continuation of excess transactions may result in the closing of the account.

Money Market Accounts. Transfers from a Money Market Account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no more than six by check, draft, or similar order to third parties. Continuation of excess transactions may result in the closing of the account.

2. Additional Services. New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services through various means, including notices posted on the Online Banking website. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

4. Schedule of Fees

The Bank offers the benefits and convenience of the Online Banking Service to you free. The Bill Payment & Presentment Service is free for the first three months, beginning with the month in which you enroll for bill payment.

Thereafter, all Basic and Dividend Checking accounts will be charged a flat fee (see Fee Schedule) each month for the Bill Payment & Presentment Service. All other checking account types receive free Bill Payment & Presentment. If applicable, the fee will be deducted automatically from your primary Bill Payment account.

5. Statement Options

Clinton Savings Bank offers the ability for you to receive your statements electronically, free of charge. You may enroll for this service via the eStatement link within Online Banking. If you do not enroll you will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

6. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Customer Number or Password;
- Do not leave your PC unattended while you are logged into the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you suspect any fraudulent activity on your account, call the Bank immediately at 978-365-3700 or toll free at 888-744-4CSB (4272) between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section 12)

If you need your Password reset, you can click the *Forgotten Password* link on the Online Banking log in page, or contact the Bank during business hours.

If you would like to change your Password, select the User Options tab within your Online Banking session.

7. Electronic Mail (E-mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general

or public e-mail system. If you wish to contact us electronically, please send us an email via our website or from within Online Banking.

8. Bill Payment & Presentment Services

The Bill Payment & Presentment Service permits you to use your Internet enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay, and to receive your bills electronically. Your Bill Payment Account must be a checking account.

9. Linked Accounts

All accounts with the Bank that you enroll in a service will be linked by your tax identification number. All other account owners must register and enroll their accounts using their tax identification number.

10. Business Accounts

If you are a business, you must apply, enroll and be approved for use of our Business Banking product.

11. Term and Termination

- Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment & Presentment Service) without notice to you under the following circumstances:
 - you do not pay any fee required by this Agreement when due or
 - you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

- Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment & Presentment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment & Presentment service will be assessed the month following termination of service. You may notify the Bank by one of the following methods:
 - By sending an e-mail to onlinebanking@clintonsavings.com

- By calling 978-365-3700, or toll-free at 888-744-4CSB (4272)
- By writing a letter and either sending it to the following address:
Clinton Savings Bank, Attn: Electronic Banking Department 200
- Church Street, Clinton, MA 01510 or;
- By giving it to a Customer Service Representative at any of our branch locations.

If you do not sign on to the Service or have any transaction scheduled through the Service for a consecutive 6 month period, your account will be considered inactive and you may no longer have access to the Service. You may then be required to re-register for the Service in order to regain access.

12. Electronic Fund Transfer Provisions For Consumers

- Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT") and/or Massachusetts General Law 167B. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E and/or MGL 167B. All terms that are not defined in this Agreement but which are defined in the regulations shall have the same meaning when used in this section.
- 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.
 1. **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 either to accept a transfer service or to establish an account which is accessed electronically as conditions 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.

2. **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.

3. 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.

4. Suspension of obligations. If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

5. 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.

6. Criminal liability. Procuring our using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

- **Your Liability.** The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
 - If you notify the Bank that your password was lost or stolen, your liability will not exceed \$50.00 of the unauthorized EFTs that occur before notification
 - You must report any unauthorized EFTs that appear on your periodic statement, no later than 60 days after transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed \$50.00 of the unauthorized EFTs that occurred within the 60-day period.
 - If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 calendar days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to

complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States **or resulted from a POS debit card transaction**, the applicable time periods for action by us are 20 business days (instead of 10) and 90 business days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete, and the provisional credit may be withdrawn from your account. You may request copies of the documents that were used in the investigation.

- You may notify the Bank by telephone, in writing, or by visiting a local branch office. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not accepted.
- Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment & Presentment transaction, call 978-365-3700, toll-free at 888-744-4CSB (4272), or write us at: Clinton Savings Bank Attn: Electronic Banking Department, 200 Church Street, Clinton, MA 01510.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number
- A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
- The dollar amount of the suspected error and date on which it occurred.
- Supporting documentation such as a transaction receipt, police report, or other applicable documents.

13. Liability

- Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment & Presentment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment & Presentment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- If through no fault of the Bank, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Internet Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment & Presentment account.
- Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

14. General Terms and Conditions

- Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements

applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment & Presentment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct any fees related to this Service from your designated Bill Payment checking account each month.

- **Changes and Modifications.** The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- **Assignment.** We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- **Disclosure of Information.** We will only disclose information to third parties about your account or transfers you make under the following circumstances:
 - where it is necessary for the provision of Online Banking and for completing transfers;
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - in order to comply with government or court orders, or other reporting requirements;
 - if you give us your permission;
 - to the Bank affiliated companies.
- **Governing Law.** This Agreement is governed by the laws of the State of Massachusetts and applicable federal law.

15. Expedited Bill Payment

Terms and Conditions

This Agreement (the "Agreement") represents the terms and conditions governing the Expedited Payment Service and is between CSB and you as a consumer of the Expedited Payment Service. Any references to "we", "us", or "our" includes any agent, independent contractor, designee, or

assignee that CSB involves in the provision of the Expedited Payment Service, and any references to "you", "your", or "yours" includes you and any person authorized by you to access the Expedited Payment Service. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the Expedited Payment Service.

This agreement is an extension of the agreement in place for the Bill Pay service. You should reference that agreement for information on what to do if you believe there is an error in the service or have a claim related to the service; a description of our privacy policy; a description of your warranties and authorizations; and a description of additional limitations of our liability in addition to the ones outlined in this document.

Description of Features:

Welcome to CSB's Expedited Payment Service. This service allows you to submit payments to participating merchants that will be posted to your account with that merchant on the same day, within the parameters of the Service and other parameters established by the participating merchants. In order for an Expedited Payment to post on the same day, you must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and you must submit the payment prior to the merchant's designated daily cutoff time. Expedited Payments submitted without complete or accurate information may be rejected or may not post on time. Expedited Payments submitted by you on a non-Federal Reserve business day or submitted by you after the applicable merchant's daily cutoff time will be posted the following Federal Reserve business day. You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was properly submitted.

This is **NOT** a "pay anyone" service where you can make payments to any payee; with this service you can only make Expedited Payments to those merchants that participate in the program and the payments you make under this service are subject to the rules of each merchant as to how they define an expedited payment.

Hours of Access

You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

Expedited Payment Service Limits

Additionally, for risk management and security purposes the Expedited Payment Service limits the dollar amount per payment, as well as the total dollar amount per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time we may modify the limits to the frequency or amount of transfers you can make using the Expedited

Payment Service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then-applicable limits will not be completed.

Fees and other Deductions

The Expedited Payment Service is a transaction-based service. For each Expedited Payment, a fee will be added to the amount of the transaction (\$5 for 1-2 day service and \$25 for overnight service). There are no monthly or recurring fees associated with the service.

Periodic Statements

You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on your regular periodic statement.

Electronic Communication

CSB Expedited Payment service is an electronic Internet based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form.
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your bill payment service.
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the Expedited Payment service.
- You can update your electronic contact information by using the User Options tab within the service or calling our Customer Service number 888-744-4272 (4CSB).
- You understand that to access and retain this disclosure and to use the Expedited Payment service, you must have the following: a PC with a supported Internet browser that has “cookies” enabled and supports 128 bit encryption, an Internet connection for the PC, an email address, and either a printer or sufficient electronic space to store this disclosure.
- You understand we will deliver to you electronically your records of funds transfers and other transactions through the Expedited Payment Service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service.
- You understand we will deliver to you electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

CSB's Liability

If we do not complete a properly-submitted Expedited Payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant ("Penalties"). We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, there are some exceptions. We will not be liable, for instance:

- If you did not provide us accurate information to successfully complete the payment.
- If you do not have enough money in your account to complete the transfer.
- If you are unable to schedule a payment because you have exceeded the risk management limits for the day.
- If you are unable to schedule a payment because the merchant does not participate in the Expedited Payment service.
- If you are unable to schedule a payment because the system is unavailable.
- If you schedule the payment for an incorrect amount.