



## BUSINESS ONLINE BANKING AGREEMENT

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This Business Online Banking Agreement (the “Agreement”) governs the terms and conditions of the use of the Business Online Banking product (“Business Online Banking”), a computer banking service provided by Clinton Savings Bank, with a principal place of business at 200 Church Street, Clinton, Massachusetts (“the Bank”) to all the undersigned companies and entities (hereinafter collectively “Company”). In this Agreement, the words “you” and “your” mean the Company which is a Business Online Banking customer, and the words “we,” “us,” and “our” mean Clinton Savings Bank.

**a. General**

Business Online Banking access is available over the Internet. You can access Business Online Banking from our webpage at [clintonsavings.com](http://clintonsavings.com) once your registration for this service has been approved and completed. No additional software is required for Internet access to Business Online Banking. When you log into the Business Online Banking system, you are requesting that your account information be provided to you over the Internet, and you are agreeing to the terms of this Agreement. You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form, and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of change in terms notices affecting your use of Business Online Banking.

You will use your Company User ID and password, your User ID and password, and a computer or other Internet-accessible device to perform the transactions described below. You are responsible for keeping your IDs, passwords, account number(s), and account data confidential. You should memorize your User IDs and passwords and not write them down. You should never provide your User IDs or passwords to a third party. If you do so, you are authorizing that party to make transactions on your account(s) and you are responsible for any transactions resulting from providing this information to a third party. We will not be liable for and will not reimburse you for any losses that may occur as a result of this authorized use of your User ID(s) and/or password(s).

**b. You Agree**

If you use Business Online Banking or permit another to use Business Online Banking, you and they agree to the terms and conditions stated in this Agreement. You agree to use Business Online Banking only as provided in this Agreement. If you do not agree to the terms and conditions, you may not use Business Online Banking. By using Business Online Banking, you consent to the electronic transmission of financial information. Your consent will be deemed effective for as long as you use Business Online Banking.

Because email transmissions may not be secure, you agree not to email us confidential information (such as account numbers, Tax ID numbers, etc). Should you need to discuss account specific information, please call us at 978-365-3700. We may not immediately receive email that you send, and as such, you should not rely on email if you need to communicate with us immediately. We will not take actions based on your email requests until we have actually received your message and have had a reasonable opportunity to act.

**c. Computer Requirements**

In order to use Business Online Banking you will need a computer and an Internet browser or other Internet access device. (In this Agreement your computer and the related equipment are referred to collectively as your “Computer.”) Depending on the Internet access device that you use, the transactions that you can perform may vary. You are responsible for the installation, maintenance and operation of your Computer. We are not responsible for any errors or failures caused by any malfunction of your Computer, and we are not responsible for any computer virus or related problems that may be associated with your use of Business Online Banking or your Computer. You are also responsible for any and all charges incurred in connection

to Clinton Savings Bank's Business Online Banking system and for charges by any service provider providing connection to the Internet. We are not responsible for losses or delays caused by your Computer or service providers. We encourage you to routinely scan your Computer using a reliable protect to detect and remove any viruses and/or malware. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. **WE DISCLAIM ALL WARRANTIES REGARDING YOUR EQUIPMENT, COMPUTER, SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**d. Access to Business Online Banking**

You can use your computer to access Business Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. You can access Business Online Banking from our website at [clintonsavings.com](http://clintonsavings.com) once your registration for this service has been approved and completed.

**e. Eligible Accounts and Account Documentation**

In order for you to use Business Online Banking, you must have at least one Business account that is associated with Business Online Banking. Eligible accounts include any Business Checking, Business Savings, or Business Money Market Account ("Account" or "Accounts"). Certificates of Deposit, Business Lines of Credit and loans are available for viewing purposes only. Business Online Banking is limited to business accounts and selected commercial accounts only and does not include personal accounts, except for sole proprietors. Sole proprietors may link their personal accounts to their eligible business accounts. We reserve the right to deny any account under certain circumstances.

Prior to the implementation of the service(s), customer will execute and deliver to the Bank such account documentation as the Bank deems necessary, including but not limited to this Agreement and appropriate Service Agreements, signature cards, corporate resolutions, and evidence of corporate authority. The Bank will, in its sole discretion, determine the adequacy of such documentation, and may refuse to provide the Service(s) until such documentation is received by the Bank. Customer agrees to promptly notify the Bank of any changes to any information presented in the account documentation, and further agrees to promptly execute any new or additional account documentation as the Bank deems necessary.

Customer agrees that the Bank may rely on the current documentation it has on file to determine the individual(s) authorized to initiate request for services under the Service Agreements, and may refuse to comply with such a request from any other individual(s) until such documentation as the Bank deems necessary is delivered to the Bank.

You must be an Authorized Signer on an account in order to request Business Online Banking. Only an Authorized Signer may request Business Online Banking access for other users.

**f. Services Provided**

Business Online Banking allows you to perform the following functions:

1. Transfer collected funds to or from Accounts subject to the rules governing that specific type of Account. You may or may not have access to make transfers from some of your accounts with the Bank. For instance, Clinton Savings Bank will not allow you to make transfers to or from Individual Retirement Accounts (or similar accounts). Transfer of funds to or from your account may not be effective until the following Business Day. Transfer to or from other United States banks are accomplished via the Automated Clearing House ("ACH"). It is your sole responsibility and obligation to comply with any state or federal limitations on the transfer of funds.

2. Make payments on your designated business loan(s), and designated personal obligations. Payments may not be effective until the following Business Day.
3. You may make transfers to or from certain accounts in certain other United States banks.
4. Access balance information and posted activity on Accounts with Clinton Savings Bank and view reports prepared from Account activity.
5. Review the current month's activity and prior statements for Account(s) (with enrollment in our eStatement service).
6. Automated Clearing House (ACH) or Electronic Debit or Credit Services (with credit approval and a current, signed ACH Agreement).
7. Initiate wire transfer requests (with a current, signed Wire Transfer Agreement).
8. Process deposits remotely using our Remote Deposit Capture system (RDC) (with credit approval and a current, signed RDC Agreement).

Any services described may be changed or eliminated, wholly or partially, by the Bank at any time. Daily cut-off times for electronic funds transfers are available by calling the Bank at 978-365-3700.

You authorize the Bank to act on instructions sent using your User ID and password, regardless of whether or not they are sent by you or a person authorized by you and you agree that the use of your User ID and password will have the same effect as your signature. The Bank reserves the right to deny any transaction in our sole and unfettered discretion. We reserve the right to limit the frequency and dollar amount of transactions from your Account(s) for security reasons.

**g. Fees**

Once you apply for Business Online Banking and are approved by the Bank, you will be charged the applicable monthly fee, whether or not you use Business Online Banking services. Please see the Commercial Fee Schedule for a listing of the fees. You authorize the Bank to deduct all applicable Business Online Banking fees from your Business Account that you have designated for this purpose. We may change or add fees for Business Online Banking and you will be notified either electronically or in writing in a timely fashion. In addition to the fees noted here, the service charges and fees provided in other agreements and disclosures will continue to apply. As noted above, you are also responsible for all charges incurred in connecting to Business Online Banking and for any charges by any Internet service provider providing connection to the Internet.

**h. Limit of Our and Other Providers Responsibility**

We agree to make reasonable efforts to ensure full performance of Business Online Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of and Internet service provider providing connection to the Internet or caused by any browser software.

We are responsible for processing your instructions and requests. However, we will NOT be liable if:

1. You do not have adequate available funds in an Account to complete a transaction from that Account, or if that Account has been closed.
2. Your account has been closed or is otherwise frozen.
3. You have not properly followed Business Online Banking instructions on how to make a transfer
4. Business Online Banking is not working properly.
5. You have not given us complete, correct and current instructions so that we can make a transfer.

6. Withdrawals from any of your Accounts have been prohibited by a court order such as garnishment or other legal process.
7. Your Computer was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer.
8. We have reason to believe that you or someone else is using Business Online Banking for fraudulent or illegal purposes.
9. Circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to: telecommunication outages, potential strikes, fire, flood, or other Force Majeure.

WE ARE NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF YOUR USE OF BUSINESS ONLINE BANKING. TO THE EXTENT SUCH DISCLAIMERS ARE NOT PERMITTED BY LAW, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING CLINTON SAVINGS BANK'S BUSINESS ONLINE BANKING SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS.

**i. Company's Responsibility**

You are responsible for all transactions you authorize using Business Online Banking. If you permit other users to perform Business Online Banking transactions, you are responsible for any transactions they authorize from your Business Online Banking Account(s). You should notify us immediately if you believe any of your Accounts have been accessed or any User IDs or passwords have been used without permission. Contacting us right away will help you reduce possible losses. Calling us at 978-365-3700 is the best way to notify us.

If you believe your User ID and/or your password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission using Business Online Banking, call, email or write to us at the contact information provided in Section (j).

YOU ARE FULLY RESPONSIBLE FOR ANY TRANSACTIONS MADE BY USE OF YOUR USER ID(S) OR YOUR PASSWORD(S) TO ACCESS YOUR BUSINESS ONLINE BANKING ACCOUNT(S). YOU AGREE TO IMMEDIATELY REIMBURSE US FOR ANY LOSS, CLAIM, OR DAMAGE WHICH WE SUSTAIN AS A RESULT OF THE USE OF ANY USER ID OR PASSWORD ISSUED AT YOUR REQUEST TO ACCESS YOUR BUSINESS ACCOUNT(S). WE SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGE WHICH YOU SUSTAIN AS A RESULT OF THE USE OF ANY USER ID(S) OR PASSWORD(S) ISSUED PURSUANT TO THIS AGREEMENT TO ACCESS YOUR BUSINESS ACCOUNT(S).

For the purposes of this Agreement, unauthorized use does not include use resulting from your negligence or the negligence of your employees or agents or use by persons who you or your employees or agents have allowed access to your User ID(s) and password(s).

Prompt notice means that an authorized user has notified us within the sooner of: 1. one business day after you or your employees or agents discovered or should have discovered the loss or 2. Thirty (30) calendar days from when we made available to you a statement showing the first unauthorized use. We may require you to provide us with a written affidavit containing the details of your claim.

**j. Reporting Unauthorized Transactions and Errors**

If you believe an unauthorized transaction has been made from your Account, your User ID or password have been used without your permission, or if you believe there has been an error, call us immediately at 978-365-3700, email us at [businessbanking@clintonsavings.com](mailto:businessbanking@clintonsavings.com) or write us at:

Clinton Savings Bank  
Operations Department  
200 Church Street  
Clinton, MA 01510

**k. Overdrafts; Set-Off**

The Bank shall not be obligated to complete any transaction with respect to the Company's deposit Account(s) if there are insufficient available funds in the applicable deposit account to complete the transaction. In the event any actions by Company should result in an overdraft in any of its Accounts, Company is responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with the Bank's fee schedule in effect. Such amounts owed to the Bank may be paid from and collected by the Bank from any debt owing to the Company by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by the Bank, whether collected or in the process of collection, or in any demand or time deposit account maintained by the Company at or evidenced by any certificate of deposit issued by the Bank.

**l. Credit Limits**

In the event the Service(s) selected by the Company result in unacceptable credit exposure to the Bank, or affects the amount of capital required or expected to be maintained by the Bank or any corporation controlling the Bank under any law, regulation, guideline, or request from any central bank or governmental authority, the Bank may limit the Company's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit. Company shall, upon request by the Bank, from time to time provide the Bank with financial information and statements and such other documentation as the Bank determines to be reasonably necessary or appropriate to enable the Bank to evaluate its exposure. Any limits established by the Bank under this Section (l) shall be at the Bank's sole discretion and shall be communicated promptly upon the Bank's determination that such limits are required.

**m. Ending the Business Online Banking Agreement**

Either you or we may terminate this Agreement and your Business Online Banking Service at any time. Your access to Business Online Banking (including all additional services such as Bill Pay, ACH Origination, etc) will automatically be terminated after 6 months of inactivity. You may mail any written notice of termination to us as provided in Section (j). Please note that if more than one of you has signing authority with respect to the Business Online Banking Account(s) than any of you may terminate the Service. We are not responsible for notifying any remaining account holders of the termination.

If you terminate Business Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have received your notice and have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Account(s), including any transactions you have previously authorized.

**n. Indemnification**

The Company shall indemnify and hold the Bank and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, costs, and expense of any kind (including without limitation, the reasonable fees and disbursement of counsel in connection with any investigative, administrative, or judicial proceeding, whether or not the Bank shall be designated a party thereto) of or to any third party which may be incurred by the Bank relating to or arising out of this Agreement or any Service Agreement; provided however, that the Bank shall have no right to be indemnified hereunder for its own bad faith or willful misconduct as determined by a court of competent jurisdiction.

**o. Governing Law**

This Agreement is governed by the federal laws of the United States and the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Any issue relating to an account or service with the Bank that you access through Business Online Banking shall be governed by laws specified in the Agreement for that account or service if there is a separate agreement for that account or service.

**p. Business Days and Calendar Days**

“Business Days” are every day, except Saturdays, Sundays, and federal or bank holidays. For the purposes of this Agreement, “Calendar Days” are every day including Saturdays, Sundays and holidays.

**q. Right to Get Documentation of Electronic Banking Transaction**

You will get a monthly statement covering electronic activity in your Account. You agree to review your monthly statement promptly after you receive it. If your monthly statement shows transactions that you did not authorize, you must notify us at once. If you receive paper statements, you also agree to tell us promptly of any change in your address, so we may send your monthly statement to your correct address.

**r. Amendments**

We may amend or change the Agreement at any time. Changes to this Agreement will be effective immediately after we make them, except for those changes, if any, that we are required by applicable law to tell you about in advance. Those changes will be effective immediately after we have given you prior written notice as required under applicable law. Unless otherwise required by law, we will notify you of any such change or amendment electronically by posting such notice as a message on Business Online Banking.

**s. Assignment**

This Business Online Banking Agreement and Service Agreement(s) shall not be assigned or otherwise transferred by the Company to any other person, corporation, or other entity without the prior written consent of the Bank. The Bank may assign any of its rights or delegate any of its duties in whole or in part to any Affiliate.

**t. Authorization**

Company warrants and represents that (a) the Company is duly organized, validly existing and in good standing in the jurisdiction in which it is organized; (b) that there are no provisions of any law, of any of the Company’s charter documents or By-Laws, or any agreement of any kind, nature or description binding upon Company which prohibits Company from entering into or performing under this Business Online Banking Agreement(s); (c) that Company’s execution and performance of this Business Online Banking Agreement(s) has been duly authorized; and (d) that this Business Online Banking Agreement(s) are binding obligations of the Company. Company shall be deemed to repeat all of the foregoing warranties and representations each time the Bank perform services under and Service Agreement.

**u. Bill Payment**

If the Company selects the bill payment service through Clinton Savings Bank, it agrees as follows:

By selecting the Bill Payment service, the Company authorizes Clinton Savings Bank to post payment transactions generated through the Internet from the Bill Payment service to the account(s) indicated on this Agreement. The Company and the individuals designated herein are in control of these account(s). If at any time the Company decides to discontinue this service, it shall provide written notification to Clinton Savings Bank. The use of the Bill Payment service signifies acceptance by the Company of all the terms and conditions of the Bill Payment service. The Company understands that payments may take up to five (5) Business Days to reach the vendor and that payment will be sent either electronically or by check.

Clinton Savings Bank is not liable for any service fees or late charges imposed by the vendor or any third parties. The Company also understands that it is responsible for any loss or penalty that may be incurred do to a lack of sufficient available funds or other conditions that may prevent the withdrawal of funds from the designated account(s).

The Company understands and acknowledges that any item returned unpaid due to insufficient funds will result in the inability to use the Bill Payment service for at least five (5) Business Days. Three insufficient funds may result in the Bill Payment Service being cancelled. If the funds are not on deposit and available, the standard insufficient funds fee will be charged. All fees are listed on the Fee Schedule and a copy of which has been received by the Company.

**v. Company Administrator**

The Company hereby appoints, and the Bank is hereby authorized to establish and issue initial password (which will be changed upon initial access to Business Online Banking), for the Company Administrator listed on the Business Online Banking Enrollment Form, who will have maintenance authority over the Company's passwords. The Company Administrator must also be an Authorized Signer on all Clinton Savings Bank accounts with Business Online Banking access.