



ONLINE BANKING AGREEMENT & DISCLOSURE

Because banking shouldn't slow you down.

This Online Banking Agreement and Disclosure is by and between Benjamin Franklin Bank (the "Bank"), and the person or persons who has applied for, has been accepted to use and accesses or uses any of the electronic banking services that the Bank makes available online over the Internet with Ben's Online Banking (each, a "Service" and collectively, "Services"). Unless otherwise specified, "Agreement" means this Online Banking Agreement and Disclosure, as applicable, and all procedures, exhibits, schedules, documents and other agreements referenced herein, each as amended from time to time; a copy of which you acknowledge having received and is available on our web site, as amended from time to time; "you" and "your" mean the person or persons who has applied for, has been accepted to use and accesses or uses any of the Services and each person or persons who uses any of the Services with your permission; "we," "our" and "us" mean the Bank and any third party service provider that, in its sole discretion, involves in the provision of any of the Services; "Notice" includes this Agreement, disclosures and notices required by applicable law and all other communications about the Services; "Account Agreement" means the Personal Deposit Account Agreement between you and us which governs your Accounts and which was provided to you when you opened your Accounts or any other documents governing your Accounts, each as amended from time to time; "Account" means any checking, savings, money market deposit, certificate of deposit or loan account that you maintain with us. You and we agree as follows:

- 1. General.** This Agreement describes the terms and conditions under which we will provide you with access to and use of the Services, the features of which are discussed more fully in this Agreement. We may also from time to time introduce new features to the Services.
- 2. You Agree.** You agree to access and use the Services only for the purposes described in this Agreement. You also agree to be bound by this Agreement each time you access or use the Services and acknowledge that any such access or use of the Services constitutes acceptance of, and is subject to, the terms and conditions of this Agreement. You should read this Agreement carefully to understand how the Services work, as well as your rights and obligations if you apply for and access or use any of the Services. You are given this Agreement when you apply for the Services, or upon your request. You should retain a copy of this Agreement for your files. You may call us at 1-800-528-7000 to request that a copy of this Agreement be mailed to you at your residential address.
- 3. Enrollment for Services.** To enroll for the Services, you must agree to the terms and conditions of this Agreement and complete the online enrollment process, in addition, you may be required to complete and return an Electronic Services Application that we will send you and provide us with any other related forms, schedules or documents that we may require from time to time. You may also at any time change the Services for which you have enrolled by completing and returning to us the Electronic Service Application, schedules or any other documents that we may require from time to time. Your enrollment pages, Electronic Services Application and other forms, schedules and documents must be reviewed and approved by us. We reserve the right to reject your enrollment in the Services and related forms, schedules and documents or to refuse your access to or use of the Services for any reason and in our sole discretion.
- 4. Service Eligibility.** To access or use the Services, the following requirements must be satisfied:
 - (a) Account Designation.** You may use the Services if you have a checking Account. Except as provided for in this Agreement, upon successful enrollment for the Services each Account established using your customer identification number will automatically be designated for use with the Services. However, only checking Account(s) may be used with our online bill payment Service ("Bill Pay Service"). Upon successful enrollment into the bill payment service, only accounts eligible for use with the bill payment service will be available. We reserve the right to deny any account designation in our sole discretion. If any Account is a joint Account, each Account owner will be bound by all the terms and conditions of this Agreement. Each joint Account owner agrees that he or she is jointly and severally liable for all transactions, fees and charges and other responsibilities that may arise under this Agreement, regardless of whether such joint Account owner actually accesses or uses the Services. **You understand and agree that any person with access to an Account will have access to and use of all Accounts (and any subsequent Accounts), whether or not the person's name appears in the Account title or is otherwise authorized to sign on the Account.** You may at any time change any Account you use with any Service and for which you have enrolled by completing and returning to us the appropriate forms, schedules or other documents. You may obtain a copy of these forms, schedules and documents, as applicable, by visiting any of our branch offices, or by calling the Online Banking Department at 1-800-528-7000. You must maintain at least one checking Account for as long as this Agreement is in effect. If your checking Account is closed for any reason, your access to and use of the Services and this Agreement will be terminated.
 - (b) Account Funds.** You agree to maintain sufficient available funds (which includes your available credit limit if you have overdraft protection) in your Accounts at all times for us to complete a transfer or Payment (as defined in the Bill Payment Services section of this Agreement) and to perform other Services. You agree that we may make a Payment or transfer or perform another Service even if such action causes one or more of your Accounts to be overdrawn. If we do this, you further agree that we may charge to and debit from your Account (or any other Account you maintain with us, if necessary) the amount of the Payment, transfer or other Service and an overdraft fee and any other applicable fees, suspend your access to or use of the Services and terminate this Agreement in a manner provided in this Agreement. If we are unable to complete a Payment or transfer or to perform any other Service for any reason associated with your Accounts, the Payment, transfer or other Service may not be completed and we will not notify you, unless we are required to do so by applicable law. We will not be liable to you or any third party, however, if we choose to make a Payment or transfer or to perform the Service. When you ask us to make a transfer or to perform another Service, or in the case of the Bill Payment Service, provide us with your Payment Instructions (as defined in the Bill Payment Services section of this Agreement), you represent and warrant that you have sufficient available funds in your Accounts to cover the amount of the Payment, transfer or other Service.
 - (c) Computer Equipment.** You must provide at your own expense a computer and all software and necessary telephone lines, Internet or other connections and equipment needed to access or use the Services (collectively, "Computer") and an e-mail address. You are responsible for the

installation, maintenance and operation of the Computer and all related charges, including maintaining a secure operating environment through use of anti-virus software, use of available firewall controls, etc. We are not responsible for any errors or failures caused by any Computer malfunction, Computer virus or other problems that may be associated with access to or use of the Services or the Computer or for any loss, damage or injury arising or resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or deficiencies in your line quality; (iii) any defect or malfunction of your Computer; (iv) any failure of any Internet or other service provider providing your connection to the Internet or any browser software that results in an interruption of your access to the Service or (v) delays in transmission of information you provide to us.

5. Access ID. You will select your initial user identification and password (collectively, the "**Access ID**"), during the self-enrollment process; however, you may change your Access ID from time to time and at your sole discretion in accordance with this Agreement. If you complete the application and submit to the Bank for processing, your Access ID will be system generated and communicated to you in separate correspondence. Your Access ID must at all times during the term of this Agreement satisfy the security procedures that we, in our sole discretion, establish from time to time. Upon successful enrollment in the Services, you can access and use the Services from our web site located at www.BankwithBen.com or any web site that we may designate from time to time, using your Access ID. Your Access ID is non-expiring, however for added security we recommend you change your password periodically. You accept as your sole responsibility the selection, use, protection, confidentiality of, and access to, the Access ID. You agree not to provide your Access ID to any person or otherwise permit such person to use your Access ID and to take reasonable precautions to safeguard your Access ID and to keep it confidential. You acknowledge and agree that, if you permit another person to access or use any Service or give any person your Access ID, you are responsible for any such access or use and charges incurred by such person, even if that person exceeds your authorization. Your Access ID identifies and authenticates you to us when you access or use the Services. You authorize us to rely on your Access ID to identify you when you access or use any of the Services, and as signature authorization for any Payment, transfer or other Service. You acknowledge and agree that we are authorized to make the Services available to anyone using your Access ID, and to act on any and all communications or instructions received under your Access ID, regardless of whether the communications or instructions are authorized or authorization is exceeded. You also further acknowledge and agree that we are not under any obligation to inquire as to the authority or propriety of any such communications or instructions. We own your Access ID, and you may not transfer it to any other person. You agree to discontinue use of your Access ID on our demand and on termination of this Agreement. If this Agreement is terminated, your Access ID will be deactivated and may not be used to access or use the Services.

6. Debiting Accounts.

General. You authorize us to, and we may in our sole discretion, charge and automatically deduct from (i) your Accounts (or any other deposit account you maintain with us, if necessary) the amount of a transfer or other Service on or after the date we make a transfer or perform the other Service and fees and other amounts incurred with the Services on the date on which such fees or other amounts are due, and (ii) your checking Account (or any other Account or deposit account you maintain with us, if necessary) the amount of a Payment on or after the date we execute the Payment.

Services Fees. We may charge you, and you authorize us to deduct automatically from your Account, a Service Fee, which is dependent on the checking account you have designated during either the self-enrollment process or the application process. These fees and other Service fees are disclosed in our Personal Banking Fee Schedule.

Miscellaneous Charges. You are responsible for all charges incurred in connecting to the Services, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and all charges incurred in connection with or related to the use of the Computer, such as all telephone charges and charges by an Internet or other service provider providing your Internet connection to the Services.

7. Business Days. For purposes of this Agreement, our business days are every day, excluding Saturdays, Sundays and holidays. However, you generally may access the Services 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods or interruption or delay due to causes beyond our control.

8. Services Description. By accessing the Services with your Access ID, you can perform any or all of the Services described below for which you have enrolled and been approved, subject to the limitations described in this Agreement. If you do not access or use the Services for a period of more than ninety (90) days, we may, in our sole discretion, terminate your access to and use of the Services without Notice to you. If you have any questions about any Service, you can call the Online Banking Support Center at 1-888-351-1990 24 hours a day, 7 days a week (excluding Federal Banking holidays) or the Online Banking Department at 1-800-528-7000 during normal business hours.

Account Service. You can access and use the account service feature of the Services ("**Account Service**") to obtain summary information about each Account, including current and available Account balances and accrued and credited interest, to obtain detail information about transactions that have posted to Accounts, to enroll and view your online statements, to export information about deposit Accounts to money management software (e.g., Quicken® and Microsoft Money®), to manage the categories associated with transactions, create customized reports. Information obtained using the Account Information Service will generally be current as of the time you obtain the information using the Account Information Service.

Customer Service. You can access and use the Customer Service feature for the following functions: Account Maintenance, Account Services, Contact Options and Disclosures. Account Maintenance functions include the ability change password, change user id, change e-mail address, change user profile, change statement delivery method and customize your accounts. Your user identification can only be changed once, and none of the aforementioned can be changed more than once every two (2) Business Days. Account Services functions include the ability to place a stop payment, view stopped checks and order checks. The stop payment feature can be used to place a stop payment on any check drawn against your Accounts, except for any such item issued using the Bill Pay Service. (Please see the Bill Pay Service provisions below for information about your ability to stop payment on such items.) You acknowledge and agree that any stop payment request you make using the Stop Payment Service is considered a written request and will be subject to the terms relating to, the section entitled "Stop Payment Requests" set forth in the Personal Deposit Account Agreement. We will charge you a separate fee for each stop payment request you make using the Stop Payment Service. The amount of this fee is disclosed in the Personal Banking Fee Schedule, a copy of which you acknowledge having received when you opened your Account. The Contact Options function includes the ability to view messages sent to you from the Bank, contact us, view alerts you established and add an alert. The contact us feature allows you to communicate securely with the Bank. Therefore, we recommend that you use the contact us feature and not the Internet if you need to send us confidential account information. The Disclosures function provides links to this agreement and the Bank's privacy policy.

(c) Bill Payment Service. You may make payments or pay various third parties from any of your checking accounts, subject to the limitations described in this Agreement.

(d) Transfer Funds Service. You can access and use the transfer funds feature of the Services ("**Transfer Funds Service**") to transfer funds between Accounts for any reason, including making a payment to or advancing from a loan Account. Transfers can be initiated as a "one-time" transfer or can be set up to occur on an automatic recurring basis. To access and use the Funds Transfer Service, you must enroll for the Account Information Service, complete the required form(s) and return it to any of our branch office as well as be identified as an Account owner or an authorized signer on the Account.

9. Bill Payment Service

You can access and use our Bill Payment Service to authorize us to make a payment representing all or a portion of your outstanding balance on your utility, credit card, loan or other accounts you maintain with certain of your creditors, by debiting funds from your checking Account. To access and use the Bill Payment Service, you must enroll for this Service by completing the required enrollment pages during the online enrollment process, or complete an Electronic Services Application, agree to the terms and conditions set forth in this Agreement, enroll for the Account Information Service and be identified as an Account owner or an authorized signer on the Account as well as meet the approval criteria.

General. To pay a bill using the Bill Payment Service, your Payment Instructions must be established in the Bill Payment Service. **Payment Instructions** include the name, address and telephone number of the creditor ("**Payee**") that holds your utility, credit card, loan or other account ("**Payee Account**") and to which you instruct us to direct a payment representing all or a portion of your outstanding Payee Account balance ("**Payment**"), your Payee Account number, the Business Day on which a Payment should be issued ("**Send On Date**") and any other information necessary for us to make a Payment on your behalf. You are solely responsible for establishing (and making any changes to) any Payment Instructions entered into the Bill Payment Service, and any failure to provide correct Payment Instructions may result in late Payments or Payments posting to an incorrect Payee Account.

Payment Instructions. You understand and acknowledge that it is your responsibility to establish your Payment Instructions with the Bill Payment Service in a timely manner so as to afford us a reasonable opportunity to act on and process them. For example, you generally should establish your Send On Date for a Payment at least five (5) Business Days in advance of the date on which your Payment for the designated Payee Account is actually due, excluding any applicable grace periods. You further understand and acknowledge that, due to circumstances beyond our control (for example, delays in handling and posting Payments by Payees), some of your Payments may not be received or processed by the designated Payee in a timely manner. You are responsible for any late payment, interest or other penalties that may be imposed for any reason, except as otherwise provided for in the Agreement.

Payees. Payments through the Bill Payment Service may be made to any Payee that has a mailing address in the U.S. and that agrees to accept Payments in this manner; however, the Bill Payment Service cannot be used to make payments for Payees located outside of the U.S., tax payments to the Internal Revenue Service or any state or other government agency, court-ordered payments, such as child support or alimony, any payments to governmental agencies or settlement of security purchases (each, a "**Prohibited Payment**"). You acknowledge that if you instruct the Bill Payment Service to make a Prohibited Payment, we will not notify you, and we will not assume any liability to you or any third party for penalties, cancellation of coverage or any other expense related to nonpayment upon the processing or completion of such a payment in violation of this Agreement. We also reserve the right and will notify you as soon as is practicable if we refuse to make a payment (other than a Prohibited Payment) to any other Payee you designate from time to time, and we will not be liable to you or any third party for our refusal to make any such payment. You are solely responsible for making alternate arrangements for these payments, as well as Prohibited Payments.

Forms of Payments. You may use the Bill Payment Service to authorize recurring payments (i.e., Payment that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee) or non-recurring Payments (i.e., a single, one-time Payment to a specified Payee). Payments will only be issued in U.S. dollars and may be made by transferring funds electronically to a Payee, by sending a Payee a paper check or by any other available means, in our sole discretion. You and we agree that any Payment executed through an automated clearing house transfer will be subject to the rules of the National Automated Clearing House Association or the rules of any other automated clearing house that we may use from time to time to make a Payment and the laws of the U.S., as applicable. Each Payment that you successfully scheduled with the Bill Pay Service will appear on the "Scheduled Payments" screen. You should print a copy of this screen for your records.

Payment Authorization. By establishing Payment Instructions in the Bill Payment Service, you authorize us to, and you agree that we may, following the Payment Instructions, access and debit your Account in the amount of the Payment and send the Payment on your behalf to the designated Payee on the Send On Date. We will not send any Payment or debit your Account unless and until you authorize us to do so. You agree that the use of your Access ID and the provision of Payment Instructions will have the same effect as your signature authorizing us to access and debit the amount of a Payment from your Account. You should print your Payment Instructions as evidence of such authorization to us. If you cannot print your Payment Instructions, you may call us at any time at 1-888-351-1990.

Scheduling Payments. A Payment will be issued on a Business Day that we are open, and we will debit your Account in the amount of the Payment no later than three (3) Business Days following the Send On Date. If you specify a Send On Date that is not a Business Day that we are open, the Send On Date will be the next Business Day after the day specified that we are open. Payment Instructions established in the Bill Payment Service on a Business Day that we are not open or after 9:00 p.m., Eastern Time, on any Business Day will be considered received by us on the next Business Day that we are open.

Limitations of Bill Payment. You may use the Bill Payment Service to request Payments, however the dollar limit on any single payment may not exceed \$9,999.99. You will be denied the use of the Bill Payment Service to make a Payment if the Payment amount exceeds these dollar limits or frequency, if a Payment will cause your checking account to be overdrawn or if your Account has insufficient available funds. If you have Checking Breakthrough on your Account, the amount of the Payment may not cause the balance of your Checking Breakthrough account to exceed your available credit limit. If you have been notified of our refusal or inability to make a Payment or you do not follow the instructions that we provide to you for initiating Payments, you will bear full responsibility for all late fees, finance charges and other damages that you incur, and we will not be liable for any such amounts. Unless required by law, in the event that a Payment is not completed, we may, in our sole discretion, provide you with a return notice. If the failure to maintain sufficient available funds in your Account results in 6 insufficient returns during any 12 consecutive month period, your use of the Service and this Agreement may be terminated.

Canceling or Modifying Payments. You may use the Bill Pay Service to cancel or modify (a) any Payment (other than a recurring Payment) if you make such a request in time for us to receive your request one (1) Business Day before the Send On Date for any such Payment or (b) any recurring Payment if you make such a request in the manner set forth in this Agreement.

Inactivity. If you do not access or use the Bill Pay Service for a period of more than ninety (90) days, we may, in our sole discretion, terminate your access to and use of the Bill Pay Service without Notice to you.

10. Stop Payments. You may ask us to stop payment on any Payment made by sending a Payee a paper check if the check is lost, stolen or destroyed, provided you comply with our related procedures. In no event, however, can any Payment that is sent electronically be stopped. Although we will make every reasonable effort to accommodate your stop payment request, we will have no liability to you or any third party for failing to do so if we have not received the request in a timely manner. The fact that you initiate certain electronic fund transfers from your Accounts, will except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

Right and Procedure to Stop Preauthorized Payments and Transfers. If you have told us in advance to make a regular Payment or transfer from your Account, you can stop us from making any such payment or transfer by calling our Online Banking Support Center at 1-888-351-1990 at any time (excluding Federal Banking holidays) or our Online Banking Department at 1-800-528-7000 during our normal business hours, writing to us at Online Banking Department, 221 Main Street, Milford, MA 01757, or visiting any one of our branch offices, in time for us to receive your request 3 business days or more before the preauthorized Payment or transfer is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 calendar days after you call. We will charge you a fee for a stop payment order. The amount of the stop payment fee is disclosed in the Personal Banking Fee Schedule. Although we will make every effort to accommodate a stop payment request (including a request to stop payment on a Payment or transfer other than a preauthorized Payment or transfer), we will have no liability for failing to do so if we have not received your request in a timely manner.

Liability for Failure to Stop Payment of Preauthorized Payments and Transfers. If you order us to stop a preauthorized Payment or transfer 3 business days or more before it is scheduled, and we do not do so, we will be liable to you for your losses or damages.

11. Services Limitations.

Transfer Funds. Funds transfers from your savings and money market deposit Accounts made using the Services are counted against the permissible number of transfers prescribed by federal law. Please see the Personal Deposit Account Agreement for more details about these limitations. The Services cannot be used to transfer funds from a Passbook Savings Account, Club Savings, or Retirement Passbook Savings. If you make a deposit to any of your Accounts by transferring funds using the Transfer Funds Service before 9:00 p.m., Eastern Time, on any Business Day that we are open, we will consider that day to be the day we receive your deposit. If you make a deposit to any of your Accounts by transferring funds using the Transfer Funds Service after 9:00 p.m., Eastern Time, on any Business Day or any day that is not a Business Day, we will consider your deposit to be received by us on the next Business Day we are open. Funds will be made available to you in accordance with our Funds Availability Policy, a copy of which is provided to you when you open your Account. We may from time to time and in our sole discretion refuse to issue, or limit the number or amount of, funds transfers you may request using the Transfer Funds Service. We will make reasonable efforts to see that loan payments requested using the Transfer Funds Service prior to 9:00 p.m., Eastern Time, on a Business Day that we are open, are posted to your loan Account on that day. Any such loan payment requested using the Transfer Funds Service after 9:00 p.m., Eastern Time, on any Business Day or any day that is not a Business Day will be posted to your loan Account the next Business Day that we are open. You cannot cancel, change or stop any funds transfer you request using the Transfer Funds Service, other than a preauthorized funds transfer or a funds transfer scheduled for a future date if you make such a request in time for us to receive your request one Business Day before the date on which the transfer is scheduled. Please see the Stop Payment section of this Agreement for the procedures, by which you can cancel, change or stop a preauthorized funds transfer. You may not be able to make a funds transfer using the Transfer Funds Service if your Account has insufficient funds, the transfer will cause your Account to be overdrawn or the transfer exceeds any dollar amount, frequency or other limits set forth in this Agreement and Disclosure. We will not be liable to you or any third party, however, if we nonetheless choose to make a transfer. Each funds transfer made using the Transfer Funds Service will be documented as described more fully in this Agreement, which documentation shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made. Each funds transfer that you successfully schedule with the Transfer Funds Service will appear on the "Scheduled Transfer screen". You should print a copy of this screen for your records. Each funds transfer that has been successfully executed will appear as a transaction in the "Account Activity" for the corresponding accounts.

Certificate of Deposit and Loan Accounts. The Services cannot be used to transfer funds to or from any Certificate of Deposit Account (including Retirement Certificates of Deposit) or to transfer funds from an Account other than a checking, money market or statement savings Account to make a payment on a loan Account.

Other Limitations. The activities you can perform with the Services are further limited by, and are subject to, the terms and conditions disclosed in this Agreement and the Personal Deposit Account Agreement. There also may be additional limitations on the number of transfers, Payments or other Services that can be performed with the Accounts for security reasons.

12. Right to Receive Documentation. You will not receive a receipt for any Payment or funds transfer made using the Service. Unless your Account is a Loan Account, you will receive from us a monthly statement for each Account to or from which there has been a Payment, funds transfer or other electronic funds transfer ("EFT") made using the Service during any particular month. If no Payment, transfer or other EFT occurs in a particular month, you will receive a statement from us at least quarterly, except if your Account is a Loan Account. You agree to carefully review your statement promptly after you receive it and to report any unauthorized EFTs to us as soon as possible. Also you should carefully review the entries in your Account Information Service for each of your Accounts (other than a Loan Account) and promptly notify us if there is any unauthorized entries or other discrepancies or errors. Any documentation provided to you, which indicates that an EFT was made to another person, shall be admissible as evidence of such EFT and shall constitute prima facie proof that such EFT was made.

13. Privacy. Information about your Accounts (if they are held for personal, family or household purposes) is governed by our privacy policy, which can be found at www.BankwithBen.com and which you have already received.

14. Security. We are committed to providing you with the highest level of security available and to keeping your nonpublic personal information confidential and secure. We adhere to strict standards to ensure the privacy of our Online Banking customers. See our Privacy Policy on our website at www.BankwithBen.com. Our Online Banking web site uses a full range of Internet security measures, including without limitation, encryption using Secure Sockets Layer (SSL) technology, routers and firewalls that act as barriers between the outside world and our internal network, and an operating system to complete our overall security architecture. When you use the Services, our web servers collect information solely for the purpose of improving your experience with the Services. This information is kept in small files on your hard drive or in the Computer's memory called "cookies." The majority of these cookies exists only in the memory of the browser and is active only as long as your browser is running. Once the browser is closed, the information is deleted. The cookies stored on the Computer's hard drive store information to help you navigate the web site based on your selected preferences. For example, a cookie is used to allow you to suppress help messages. Some of these messages are displayed and you are given the option to suppress the message. If you choose to suppress the help message, a cookie is stored on your hard drive to ensure the message is not displayed in the future. You agree not to disclose any proprietary information regarding the Services to any third

party. You also agree to comply with the security procedures set forth within this Agreement and any other operating, security and recognition procedures we may establish from time to time with respect to the Services. You will be denied access to and use of the Services if you fail to comply with any of these procedures.

This website is registered with VeriSign, an industry leader in website identification and encryption. Via your browser, VeriSign allows you to confirm this website's identity before transmitting any personal information. Simply click on the VeriSign logo to confirm your website information. VeriSign uses 128-bit encryption to scramble personal information, which stays scrambled while traveling over the Net. VeriSign also uses secure server software (SSL), the industry standard and among the best software available today for secure commerce transactions.

In addition, the Bank is utilizing "dual authentication" as a means to provide additional security to your online banking access. You are now required to complete the strong authentication process as a means of accessing your online accounts. As part of the strong authentication enrollment process, you select an image, select and answer random questions and choose whether you want to register your computer. You are strongly advised not to register a public computer (i.e. a library, school, etc. computer). Once enrolled, you will see the image you selected, to ensure you are at the Bank's online banking website.

Cryptography

Security on the Internet begins with your browser. In order to utilize Ben's Online Banking, you must use a browser that supports the Secure Sockets Layer (SSL) protocol. SSL allows you to securely send and receive encrypted data over the Internet. This protocol provides a secure channel for data transmission through its public/private key encryption capabilities. Ben's Online Banking requires a browser capable of high-security 128-bit encryption. Without this level of security, access will be denied. Since you are seeing this text, your current browser is capable of this level of security. However, should you attempt to access this site from another computer or browser that is not enabled for high-security, access will be denied. We support the latest versions of Netscape and MS Internet Explorer browsers as well as older versions that still enjoy a significant market share. In addition to 128-bit encryption, your browser must also have Javascript support enabled in order to view pages correctly.

Routers and Firewalls

Your account information is protected by a series of filtering routers and firewalls that act as a barrier between the outside world and our internal network. The filtering router is the first component that you pass through to gain access to your account information. Much like a security guard, the router is responsible for determining who has access to what components of Ben's Online Banking. The firewall is the next security component that you pass through. The firewall provides a higher level of security and authentication of a request made by you.

Trusted Operating System

The entire Ben's Online Banking application resides within a trusted operating system. The trusted operating system acts much like a firewall by protecting sensitive and proprietary information from the outside world. The trusted operating system accepts your requests for account information, retrieves the information from our database, and sends the information back to your browser in an encrypted format.

You can help ensure the security of your information by doing the following:

- Protect your User ID and Password. Never disclose them to anyone.
- Change your password periodically.
- Always exit properly from Ben's Online Banking by clicking the "**Sign Off**" button.
- Never register public computers.

15. Our Liability. If we do not complete a transfer or a Payment 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, if:

- Through no fault of ours, you do not have enough money in your Account(s) to make the transfer or to follow your Payment Instructions to make a Payment;
- The transfer will exceed the credit limit on your overdraft line of credit with us (if you have Checking Breakthrough);
- You did not properly follow the provisions of this Agreement relating to transfers or Payments, such as establishing your Payment Instructions with the Bill Payment Service soon enough for a Payment to be sent to a Payee;
- We make a timely Payment but the Payee mishandles or delays application of a Payment to your Payee Account;
- We have received incomplete or inaccurate Payee Account information or Payment Instructions from you or a third party with respect to a Payment;
- Your Computer or any Internet service provider providing your connection to our website or any browser software was not working properly, and you knew or should have known about the breakdown when you attempted to communicate information to the Service, such as establishing your Payment Instructions with the Bill Payment Service;
- Our computer systems or the Service was not working properly or was temporarily unavailable, and you knew or we advised you about the malfunction before a transfer or a Payment was attempted;
- Your Primary Account (checking account) has been closed;
- Your Access ID has been reported lost or stolen;
- We or you have terminated this Agreement;
- The U.S. Postal service causes a Payment made by check, draft or similar item to be delayed;
- Circumstances beyond our control, such as fire, flood, or power loss, prevent the Payment or transfer, despite reasonable precautions that we have taken; and
- The money in your Designated Account is subject to legal process or other encumbrance restricting a transfer or Payment.

There may be other exceptions to our liability stated elsewhere in this Agreement or in the Personal Deposit Account Agreement.

16. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. If you think your statement is wrong or if you need more information about a transfer or a Payment listed on your statement, telephone our Online Banking Support Center at 1-888-351-1990 at any time (excluding Federal Banking holidays) or our Online Banking Department at 1-800-528-7000 during our normal business hours, or write us at Online Banking Department, 221 Main Street, Milford, MA 01757 as soon as possible. **We must hear from you no later than 60 days after we**

sent the **FIRST** statement on which the problem or error appeared.

- Tell us your name and Account number, if any.
- Describe the error or the transfer or Payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error and, if possible, the date it appeared on your statement.
- It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days following the date you notified us. We will tell you the results of our investigation within 10 business days following the date you notified us, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question following the date you notified us. If we decide to do this, we will provisionally re-credit your Account within 10 business days following the date you notified us 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 re-credit your Account. If we decide that there was no error, we will send you a written explanation within 3 business days after completing our investigation. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our related photocopying costs, ask for copies of the documents that we used in our investigation. If you believe that the alleged error involves a Payment to a third party, our investigation will be limited to a review of our own records. If we decide that no error occurred, you may want to contact the third party to further pursue the matter.

17. Contact in Event of Unauthorized Payment or Transfer. If you believe that your Access ID has been lost or stolen or that someone has authorized a Payment or transfer or may authorize a Payment or transfer from your Account without your permission, call our Online Banking Support Center at 1-888-351-1990 at any time (excluding Federal Banking holidays) or our Online Banking Department at 1-800-528-7000 during our normal business hours, or write to us at Online Banking Department, 221 Main Street, Milford, MA 01757. Telephoning is the best way of keeping your possible losses down. If you tell us within 2 business days after you learn of the lost or stolen Access ID, you can lose no more than \$50 if someone uses your Access ID without your permission. If you do not tell us within 2 business days after you learn of the lost or stolen Access ID, and we can prove we could have stopped someone from using your Access ID without your permission if you had told us, you could lose as much as \$50.

Also, if your statement shows transfers that you did not make, tell us at once. 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 will extend the time periods.

18. Your Liability. You are solely responsible for the amount of each Payment, transfer or other Service made using and fees or other amounts incurred with the Services, even if you did not authorize the Payment, transfer or other Service. You agree to indemnify us and hold harmless us and our directors, officers, employees and agents from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees and court costs and expenses) arising from or related to the access or use of the Services.

19. Terminating this Agreement. We reserve the right to terminate this Agreement, for any reason and at any time by giving you Notice in a manner provided for in this Agreement and in accordance with applicable law. You also have a right to terminate this Agreement and the use of your Access ID and any or all Services by calling the Online Banking Department at 1-800-528-7000 during normal business hours, or the Online Banking Support Center at 1-888-351-1990 at any time, or by writing to us at 221 Main Street, Milford, Massachusetts 01757, Attention: Online Banking Department. Any request to terminate your access to and use of the Services will be effective only after we have had a reasonable opportunity to act on your request. If this Agreement is terminated for any reason, you must cancel all future Payments, including any future scheduled or recurring Payments, transfers and other Services. We may continue to make Payments and transfers and to perform other Services that were previously authorized or are subsequently authorized; however, we are not under any obligation to do so. We will not be liable if we choose to make any Payment or transfer or to perform any other Service that was previously authorized or is subsequently authorized after this Agreement terminates. Any termination of this Agreement, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement, even if we allow any transaction to be completed with your Access ID after this Agreement has been terminated. .

20. Assignment; Binding Effect. We may, at any time, assign this Agreement, including our rights, interests and obligations there under, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without Notice to or consent from you. You may not assign this Agreement, including any of your rights, interests and obligations there under, in whole or in part, or delegate any of your responsibilities under this Agreement without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement without our written consent will be null and void.

21. No Waiver. No waiver of any right or obligation under this Agreement by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any of our rights is effective against us unless it is in a writing signed by us.

22. Changes. We reserve the right to change any Service and this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without Notice to you unless we are required by applicable law to provide you with advance Notice of the proposed change. In such instances, the change will be effective upon the effective date stated in the Notice after we have provided you with the required advance Notice. You will be deemed to accept any change to any the Services and this Agreement if you access or use any of the Services after the effective date stated in the Notice. If you do not accept any such change, you have a right to terminate this Agreement as herein provided; however, you will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing under this Agreement, even if we make changes to this Agreement.

23. Severability. If any provision of this Agreement is determined to be invalid or unenforceable by a court or any governmental agency having competent jurisdiction, that provision will continue to be enforceable to the fullest extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

24. Successors. This Agreement shall be binding upon and inures to the benefit of you and us, and your and our permitted assigns and successors. However, this Agreement will not benefit or be binding on any other third party or any Authorized User or any of their respective executors, administrators, personal representatives, guardians or conservators.

25. Governing Law. This Agreement is governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its applicable conflict of law principles, and the applicable laws of the United States. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.

26. Entire Agreement. You acknowledge and agree that any access to or use of the Services constitutes acceptance of the terms and conditions of this Agreement, and that this Agreement contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between you and us concerning the Services. The Personal Deposit Account Agreement and other related documentation also governs your Accounts. If any provision of the Personal Deposit Account Agreement or the related documentation is inconsistent with a provision of this Agreement, the provisions of this Agreement will apply to the Services.

27. Your Communications. Any notice or communication that you are required or permitted to give to us under this Agreement can be delivered to us through the Message Center Service (as defined elsewhere in this Agreement) or by first-class, United States mail, postage prepaid, to 221 Main Street, Milford, Massachusetts 01757, Attention: Online Banking Department; however, any such notice or communication relating to your initial enrollment for any Service must be delivered to us via the U.S. Postal service or at any of our branch offices. To the extent permitted by applicable law, any notice or communication you deliver to us, regardless of how delivered to us, will not be effective until we receive and have had a reasonable opportunity to act upon such notice or communication. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors or requests for stop payments) to the Online Banking Department at 1-800-528-7000 during normal business hours or by calling the Online Banking Support Center at 1-888-351-1990. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error. **If you use e-mail to communicate confidential information, please use the Message Center Service.** You also agree that we may send you an electronic Notice in response to any communication you send to us, regardless of whether your original communication to us was by e-mail. You agree to notify us promptly about any change in your e-mail. If your Account is a joint Account, you agree that we may consider any Notice as being given to all Account owners when such Notice is given to any one Account owner.

28. Disclaimer of Warranty. UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE SERVICES BY ANY MEANS IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND EXCEPT AS PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR PROVIDE ADEQUATE, COMPLETE OR TIMELY INFORMATION OR DATA.

29. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND UNLESS WE HAVE ACTED IN BAD FAITH OR ARE EXPRESSLY PROHIBITED OR OTHERWISE RESTRICTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER WE NOR ANY OF OUR PARENTS, SUBSIDIARIES OR AFFILIATES NOR ANY THIRD PARTY SERVICE PROVIDER ENGAGED BY US TO PERFORM ANY OF THE ACTIVITIES RELATED TO THE SERVICE, SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR PERFORMING OR FAILING TO PERFORM THE SERVICE UNDER OR IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE SHALL NOT BE LIABLE FOR DELAYS OR MISTAKES WHICH HAPPEN BECAUSE OF REASONS BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF CIVIL OR MILITARY AUTHORITIES, UNAVOIDABLE DIFFICULTIES WITH OUR EQUIPMENT, THE UNAVAILABILITY OF THE SERVICE, ANY ERRORS IN INFORMATION PROVIDED THROUGH THE SERVICE, ANY DIFFICULTIES CAUSED BY ANY INTERNET SERVICE PROVIDER OR BROWSER SOFTWARE OR ANY COMPUTER FAILURE, WHETHER CAUSED BY A VIRUS OR OTHERWISE. IF, FOR ANY REASON, WE ARE ADJUDGED LIABLE TO YOU, YOUR RECOVERY WILL BE LIMITED TO YOUR ACTUAL DAMAGES, AND IN NO EVENT SHALL INCLUDE ANY CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF WE WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

30. Monitoring and Recording. You acknowledge and agree that your telephone calls and other notices and communications you provide to us may be monitored and recorded for training and quality control purposes. We may, and you agree and authorize us to, monitor, record, retain and reproduce your telephone calls and any other notices and communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Payment, transfer or other Service. We will not be liable to you or any third party for any losses or damages that are incurred as a result of these actions. We are not under any obligation to monitor, record, retain or reproduce such items, however, unless required to do so by applicable law.

31. Section Headings. The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations.

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Microsoft Money is a registered trademark of Microsoft, Inc.

