

# TSB Online Banking

## The Savings Bank Online Agreement and Terms and Conditions for Online Banking

This Agreement governs the use of our online banking service, TSB Online Banking, (the "Service") at The Savings Bank which allows you to access the following on-line services: banking, eStatements, and other banking services offered through the Service. You must have an eligible account open and in good standing at The Savings Bank to use the Service.

Please read this Agreement carefully, and retain a copy for your records. You may print this Agreement or download the Agreement to your computer. You may also request a free copy by calling us at 1-800-246-2009. The Account Agreements for each of your accounts and loans at The Savings Bank continue to apply, notwithstanding anything to the contrary in this Agreement.

This Agreement is governed by the laws of the Commonwealth of Massachusetts and applicable federal law. If any provision of the Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable; additionally, all remaining provisions shall remain in full force and effect. The headings used throughout this Agreement are for convenience only and shall not govern the interpretation of the provisions. In the event of a dispute regarding the Service, you agree that it will be resolved by looking to the terms and conditions contained herein and, in the Electronic Fund Transfers Agreement provided to you.

The Savings Bank may assign this Agreement to any successor or to any now-existing or future direct or indirect subsidiary. The Savings Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or third parties. You may not assign your rights and responsibilities under this Agreement.

### 1. Definitions

**Account** - a checking, savings, money market, certificate of deposit account or loan that you have with us for personal, family or household use, for which you requested and obtained on-line access at The Savings Bank.

**Account Access** - your ability to access account and transaction information on Accounts, and transfer funds between Accounts.

**Account Agreement** - the agreement between you and us that governs the use of your Account, including the deposit account agreement, any funds availability agreement, electronic fund transfers agreement or disclosure, line of credit agreement, credit card agreement and our schedule of fees and charges.

**Business Day** - Monday through Thursday 8am to 9:15pm, Friday 8am to 10:15pm and Saturdays 8am to 6:15pm. Sundays and holidays are excluded. Our Online Banking Services are generally available twenty-four (24) hours a day, seven (7) days a week, except during any special or scheduled maintenance periods or interruption or delay due to causes beyond our control. However, we only process transactions and update information on Business Days.

**Computer** - all hardware, software and necessary telephone lines, Internet or other connections and equipment needed to access the Service.

**Electronic** - electrical, digital, magnetic, wireless, optical or electromagnetic technology or any other technology that entails similar capabilities.

**E-mail** - electronic mail.

**eStatement** - an electronic alternative to your monthly paper statement(s).

**Online Account** - a checking, savings, money market, certificate of deposit account or loan that you have with us for your personal use, for which you requested and obtained on-line access from The Savings Bank. Passbook, IRA and Certificate of Deposit accounts can be accessed online as "view-only", and are not eligible for online transfers.

**Online Banking Service** – Internet-based service providing access to your account(s) under the terms set forth in this agreement.

**Password** - the confidential identification number or other code selected by you for identification purposes in connection with the use of our Online Banking Service.

**Transfer** - any electronic banking transaction, including a deposit or withdrawal made electronically.

**User ID** - the unique identification code used by authorized user to access the Service.

**You and your** - refers to the person(s) subscribing to or authorized to use the Service.

**We, us and our** - The Savings Bank, or an agent, independent contractor, designee, or assignee, that we may, in our sole discretion, involve in the provision of Online Banking Transactions.

### 2. Requirements for Use

To use the Service, you must have at least one eligible account at The Savings Bank, a personal computer, access to Internet service, recommended Internet browser software with capabilities to support 128 bit encryption and an e-mail address.

### 3. **Subscription to the Services**

You authorize us to use a third party to provide the Online Banking Service to you on our behalf.

### 4. **Password**

Upon successful enrollment in the Service, you must select a password that will grant you access to the Service. You are solely responsible for ensuring the confidentiality of your password.

We recommend that your password be comprised of both letters and numbers, and that it not be easily associated with any personal information, such as your address, date of birth, or anniversary. Your password should be memorized, and never written down. We also recommend that you change your password regularly. We will require that you change your password periodically.

### 5. **Accessible Accounts**

The Service may be used to access the following types of accounts:

- Checking Accounts
- Money Market Accounts
- Savings Accounts
- Certificates of Deposit
- Overdraft Lines of Credit
- Consumer Loans
- Mortgage and Home Equity Loans

### 6. **Permissible Transactions**

In most cases, you may use the Service to access deposit accounts in which you have an unrestricted right to withdraw funds and credit accounts from which you have an unrestricted right to borrow money. When you use the Service to transfer funds from your credit account, you agree that the Bank may take any action required to obtain cash advances on your behalf without obtaining your signature. The Savings Bank reserves the right to, in its sole discretion, deny account transactions on accounts at The Savings Bank.

You may use the Service to complete the following:

- Review transaction and balance histories
- Export data
- Transfer funds between accounts
- View check images
- View eStatements (separate agreement)
- Make regular payments to your credit line or loan at The Savings Bank
- Contact us via e-mail

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

### 7. **Transaction Limits**

The number and dollar amount of transfers to and from your accounts using the Online Banking Service are limited pursuant to the terms of applicable account disclosures. If a hold is placed upon any portion of deposits made to an account from which you wish to transfer funds, you may not transfer the portion held until the hold expires.

For Investment Savings Accounts and Money Market Accounts you will be permitted to make no more than six (6) preauthorized transfers (including Online Banking transfers) from your account to third parties each month. For purposes of this limitation, transfers made using the Service are counted against the permissible number of transfers, as are other transfer methods described in the Account Information Brochure given to you at account opening.

### 8. **Posting of Transactions**

Transactions conducted after the Business Day cutoff time will be posted on the next business day.

### 9. **Limitation of Liability**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable, for instance:

- a. Through no fault of ours, your account or overdraft line, if applicable, does not contain sufficient funds to complete a transfer or payment. Transactions are based on available funds in accordance with our funds availability schedule.
- b. If the terminal or system was not working properly, including the Online Service, your communication line, your personal computer or modem, and you knew about the malfunction or were advised of it by us when you started the transaction.
- c. If circumstances beyond our control (such as, but not limited to, fire, power outage, equipment or technical breakdown, delays in the mail delivery, flood or other outside force) prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.
- d. If the funds are subject to legal process or other encumbrance restricting such transfer.

- e. We are also 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 program, files, and hardware.
- f. Your subscription to the Online Banking Service or your account has been terminated for any reason.
- g. There may be other exceptions under applicable law.

#### 10. **What to Do in Case of Errors or Questions about Your Electronic Transfers**

Refer to the "The Savings Bank Electronic Fund Transfers Agreement" previously provided to you; follow the instructions in the section entitled "Error Resolution".

#### 11. **Your Liability for Unauthorized Transfers**

You should notify us immediately if you believe your password has been lost or if you believe there have been any unauthorized transactions on any of your accounts. To notify us, call 1-800-246-2009, Monday through Friday, between 8:30 a.m. and 5:00 p.m. Eastern Time, or send us notice by e-mail, fax, or mail as described in Section 21 below.

For a discussion of your liability for unauthorized transactions, refer to "Your Liability" in the Electronic Fund Transfers Agreement previously provided to you.

#### 12. **Our Liability for Failure to Make Transfers**

Refer to "Our Liability" in the Electronic Fund Transfers Agreement previously provided to you and Section 10 of this Agreement.

#### 13. **Hours of Access**

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

#### 14. **Fees and Charges**

By using the Service, you agree to pay the associated fees and charges, as set forth in the most current Schedule of Fees brochure. The Online Banking fees cover service for the previous month and are effective upon enrollment in the Online Banking Program. Applicable fees, as disclosed in the most current Schedule of Fees brochure will be charged to your deposit account. If the deposit account has insufficient funds to cover fees, the Bank may deduct the fees from any other account linked to the Service. If the fee cannot be paid, we may cancel your access to the Services.

#### 15. **Periodic Statements**

All of the payments and transfers made through the Online Banking Service will appear on your monthly account statement(s).

#### 16. **Authorization to Obtain Information**

You agree that we may, from time to time, request consumer reports containing credit and other reference information about you from third parties, such as credit bureaus.

#### 17. **Changes in Terms**

At any time, we may change the terms of this Agreement. We will notify you of changes in the manner required by applicable law.

If advance notice of the change is not required, and disclosure of said change does not jeopardize the security of an account or of the Service, we will notify you of said change within 30 days of the change becoming effective.

Your use of any or all features of the Service after the effective date of the notice indicates your acceptance of the change in terms.

#### 18. **The Savings Bank's Right to Terminate**

The Savings Bank reserves the right to terminate this Agreement and your access to the Service, in whole or in part, at any time without notice to you if you do not pay any required fee when due, if you do not comply with this Agreement, or the agreements governing your deposit accounts, or if your deposit account is not maintained in good standing.

If you do not access the Online Banking Service, sign on to the Service or have any transaction scheduled through the Service during any consecutive 90 day period, we may cancel your Service and require you to reapply through our online registration process.

#### 19. **Your Right to Terminate**

You may cancel your Service at any time by providing us with written notice by postal mail, e-mail, or fax, in accordance with the instructions set forth in Section 21 below.

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

#### 20. **New Services:**

You may be notified of new services being introduced for Online Banking from time to time. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

## 21. Notices/Address Changes

If you send us an e-mail message, we will be deemed to have received it on the following business day. We will then have a reasonable time to act on your e-mail. E-mail transmissions may not be secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, passwords, account information, etc. via e-mail.

We may rely upon your address, including, without limitation, your e-mail address as it appears on our records for any and all communications we send to you unless or until you notify us in writing at the address set forth below or electronically of a change of address, and we have had a reasonable opportunity to act on such notice.

Notifications should be forwarded to the following, as applicable:

Method of Notification	Send To:
E-Mail	admin@tsbawake24.com
Postal Mail	The Savings Bank Electronic Banking P.O. Box 30 Wakefield, MA 01880
Fax	(781) 224-5487
Telephone	(800) 246-2009