

MIDDLESEX SAVINGS BANK ONLINE BANKING AGREEMENT

I. GENERAL TERMS AND CONDITIONS

1. Applicability

This Agreement includes the General Terms and Conditions which govern the use of all Middlesex Online Banking services including Online Banking, Mobile Banking, Text Banking, Person 2 Person transfers (P2P), and Bill Pay (each a “Service” or collectively, the “Services”) and the applicable section of the Agreement governing the Service to which you are subscribing. Each person or entity that enrolls for the Services and any person authorized to use the Services agrees to the terms of this Agreement.

2. Definitions

As used in this Agreement, the words "you" and "your" refer to the person(s) or entity (ies) subscribing to or authorized to use the Service. The words "we," "us," and "our" refer to Middlesex Savings Bank. The term "business day" means Monday through Friday, and excludes Saturday, Sunday, and all banking holidays. The word "Account" refers to all of your deposit and credit accounts to which you requested and obtained online access at Middlesex Savings Bank, including but not limited to checking accounts, money fund accounts, savings accounts, certificates of deposit, overdraft lines of credit, consumer loans, mortgage and home equity loans and commercial loans and lines of credit.

3. Middlesex Account

You must have a Middlesex Savings Bank account open and in good standing to use the Services. This Agreement affects your Accounts, 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 obtain a copy on our website or request a copy of this Agreement and other agreements governing your accounts and services with us by calling us toll free at 1-877-463-6287. The terms, conditions, and disclosures for each of your Middlesex Savings Bank accounts and loans continue to apply, notwithstanding anything to the contrary in this Agreement.

4. Representations

You represent and agree that all information you provide to us in connection with the Services is accurate, current and complete, and that you have the right and authority to provide such information to us for the purpose of using the Services.

5. Warranty Disclaimer

Any software related to a Service is provided "as is" without warranty of any kind. The entire risk as to results and performance of the software related to the Services is assumed by you. We do not warrant, guarantee, or make any representations regarding the use of, or the results of the use of, the software related to the Services in terms of correctness, accuracy, reliability, or otherwise. Neither we nor our suppliers make any representations or warranties of any kind regarding use of the software related to Services, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, unless disclaiming such warranties is prohibited by law.

1. Limitation of Liability

We shall not be liable for failure to provide access or for interruptions in access to any Services due to a system failure, other unforeseen acts or circumstances or a malfunction of your computer equipment or any system you use, including your browser, Internet service provider or other software you use. We will not assume responsibility with respect to your use of the Services and that electronic transmission of confidential and sensitive personal or business information is at your own risk. We are also not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan

your computer and other devices using an up to date anti-virus product. An undetected virus or other malware may corrupt and destroy your program, files, and hardware.

IN NO EVENT AND UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, SHALL WE OR OUR SUPPLIERS BE LIABLE TO YOU, OR ANY OTHER PERSON CLAIMING BY OR THROUGH YOU, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFIT (EVEN IF ADVISED OF THE POSSIBILITY THEREOF), LOSS OF GOODWILL, LOSS OF USE, DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES.

2. Modifications

We may modify the Services from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use the Services as modified and we will not be liable to you for any losses caused by your failure to properly use the Services. We reserve the right to terminate all prior versions of Services and limit access to only the most recent versions and updates. We reserve the right to terminate access to any Service, in whole or in part, at any time.

3. Changes in Terms

We reserve the right, at any time, to modify the terms of this Agreement. We will notify you of changes in the manner required by applicable law. If advance notice of the modification is not required, and disclosure of said modification does not jeopardize the security of an Account or of a Service, we will notify you of said modification within 30 days of the modification becoming effective. Your use of any or all features of a Service after the effective date of the notice indicates your acceptance of the modification in terms.

4. Middlesex Savings Bank's Right to Terminate

We reserve the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time. To protect your account information, if you do not access Online Banking for a period of 60 days after enrollment your Login ID will be deleted and you must contact us to re-enroll into Online Banking. If, at any time after logging into the system, you do not access Online Banking for a period of 180 days your Login ID will be deleted and you must contact us to re-enroll into Online Banking.

5. Your Right to Terminate

You may cancel your Service(s) at any time by providing us with notice in accordance with the instructions set forth below. If you have designated a joint consumer account as one of the accounts you may access with your Service and you notify us that you wish to terminate your Service, only your Service, your Login ID and password will be suspended. Other joint account holders must notify us to suspend their own Service, Login ID and password. Business profiles and users may be deleted by a business account owner or others authorized by the account owner.

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

6. Authorization to Obtain Information

You agree that we may, from time to time, obtain and review your credit report from authorized credit bureaus.

7. Fees and Charges

By using Online Banking, you agree to pay the associated fees and charges, as set forth in the most current "Consumer Fee Schedule" (for non-business customers) and/or "Business Fee Schedule" (for business customers) brochure. Applicable fees, as disclosed in the most current "Consumer Fee Schedule and/or "Business Fee Schedule" brochure will be charged to your Designated Account. If the Designated Account has insufficient funds to cover fees or charges, we may deduct the fees or charges from any other account at Middlesex. If such fees or charges cannot be paid, we may cancel the Bill Payment and Presentment Service or other online services.

8. Hours of Access

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

9. International Access

We make no representations that Mobile Banking will be available for use in locations outside of the United States. Accessing the Services from locations outside of the United States by you is at your own risk and may not be secure.

10. Permissible Transactions

When you use a Service to transfer funds from your line of credit account, you agree that we may take any action required to obtain advances on your behalf without obtaining your signature. We reserve the right, in our sole discretion, to deny any transactions made using the Services.

11. New Features

We may, from time to time, introduce new features to the Services. 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.

12. External Funds Transfer

The Services offer the option, of transferring funds between your linked deposit accounts at Middlesex Savings Bank and accounts at other financial institutions ("External Funds Transfers"). You will need to register each of your non-Middlesex Savings Bank accounts that you wish to use for External Funds Transfers. You agree and warrant to us that you will only originate External Funds Transfers through the Services to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfer, you are not violating any third party rights.

Cut-off Time: Cut-off time for External Funds Transfers will be 4:00 p.m. Eastern. Any transfer made after the cut-off time will be initiated the next business day.

Modifying/Cancelling Transfers: Pending transfer instructions can be cancelled or modified until the status changes to "In Process." Instructions cannot be cancelled or modified after cut-off time for the transfer date.

Transfer Fees: There may be a fee to initiate External Funds Transfers. We may change our fee at any time and if we make such a change, then you will be notified in writing as required by applicable law. Cancellation of External Funds Transfers for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such External Funds Transfers. For current fees, please refer to the Consumer Fee Schedule.

Transfer Limits: Transfer limits are defined at enrollment. These daily dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. We may change your transfer limits at any time. If we decrease your daily dollar limit, we will notify you as required by law, but you agree that we may reduce your daily dollar limit without prior notice for security purposes or because of excessive overdrafts to your Middlesex Savings Bank account.

13. Your Liability for Unauthorized Transfers

You should notify us immediately if you believe your password has been lost or stolen or if you believe there have been any unauthorized transactions on any of your accounts. To notify us, call 1-877-463-6287 during business hours, or send us notice by mail. Please be aware that you agree to be solely responsible for monitoring your account activity and further, you agree that the Bank shall have no obligation to do so.

For a discussion of your liability for unauthorized transactions on a consumer account, refer to the "Initial Disclosure of Terms and Conditions of Electronic Funds Transfer Services" previously provided to you and also available on our website. Business customers are responsible for the amount of each bill payment, funds transfer or other service made using the Service, even if you did not authorize the transactions. For more information, business customers should refer to Section 23 of these General Terms and Conditions.

14. What to Do In Case of Errors or Questions about Your Electronic Transfers, Including BillPay Consumers, refer to the "Initial Disclosure of Terms and Conditions of Electronic Funds Transfer Services" previously provided to you and also available on our website. Business customers, refer to Section 23 of these General Terms and Conditions.

20. Posting of Transactions

Most transactions post immediately and will be reflected in your balances and activity. For business transactions, we will make reasonable efforts to see that the Automated Clearing House ("ACH") and Wire Transfer transactions initiated by business customers prior to the established cut-off times on a business day are processed on that day. Transactions completed after the cut-off times on a business day or completed on a non-business day will be processed the following business day.

21. Transaction Limits

The number and dollar amount of transfers to and from your Accounts using the Services are limited pursuant to the terms of applicable account disclosures as included in the Combined 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.

22. Our Liability for Failure to Make a Transfer

Consumers, please refer to the "Initial Disclosure of Terms and Conditions of Electronic Funds Transfer Services" previously provided to you and also available on our website. Business customers, refer to Section 23 of these General Terms and Conditions.

23. Business Customers

Business customers, we shall have no liability for any loss, claim or damage which you sustain as a result of using the Services, or such other services which may be subject to this Agreement. Use of such a service is at your sole risk and you are responsible for all transactions on your Account. You represent and warrant that anyone using your Account is authorized to do so and we are authorized to accept and act upon all instructions from such person or persons. This is true even if the specific transaction was unauthorized and you notified us within 24 hours. Once we have been notified of a loss, theft or unauthorized use of a password and we have had a reasonable opportunity to act on that notice, however, you will not be responsible for further transactions initiated with that password unless we can show that you could have avoided such further unauthorized access.

We have no liability to business customers for the failure to process transactions for any reason.

24. Stop-Payment Requests

You may initiate stop-payment requests online using one of the Services or by calling us at 1-877-463-6287. Such stop-payment requests may only be for paper checks you have written on your accounts (not bill pay payments or electronic payments). Stop payments on Bill Pay are subject to Section V below.

Online stop-payment requests are processed as received. To be effective, your stop-payment request must provide the name of the payee, the check number, the amount of the check, and the date of the check.

You will incur stop-payment charges as disclosed in the most current version of the "Consumer Fee Schedule" (for non-business customers) and/or "Business Fee Schedule" (for business customers) brochure.

25. Other Agreements

Other existing agreements and contracts you may have with us cover certain features and functionality available through the Services. For example, the terms and conditions of any "Corporate Wire Transfer Agreement" and "Corporate Automated Clearing House Agreement" remain in full force and effect and prevail in instances where those agreements and this Agreement conflict.

You agree that you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your home Internet or mobile service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Services (such as data usage charges imposed on you by your cellular provider in connection with your use of Text Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly, without involving us.

26. Confidentiality

You understand and agree that we may disclose information about your accounts and transfers to others. The limitations under which we may disclose such information are described in our "Privacy Statement" and our "Initial Disclosure of Terms and Conditions of Electronic Fund Transfer Services."

27. Periodic Statements

In addition to real time viewing of account activity through the Services, all of the payments and transfers made through the Services will appear on your monthly account statement(s). It is your responsibility to review your statements in a timely manner and communicate any concerns you have about transactions, fees or other matters to us.

28. Notices/Address Changes

If you send us a message through any Service, we will be deemed to have received it on the following business day. We will then have a reasonable time to act on your message. Messages sent through the Services are secure, but other e-mail messages may not be secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers or passwords via e-mail.

Notices under this Agreement should be sent to the following address, as applicable:

Online Banking Department
Middlesex Savings Bank
PO Box 5210
Westborough, MA 01581-5210

You may also contact us during business hours at 1-877-463-6287 to speak to a Representative.

29. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement, or any Service, to any directly or indirectly affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

30. No Waiver

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Bill Pay. No delay or omission on the part of Bill Pay in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

31. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

32. Choice of Law and Choice of Venue

This Agreement, as well as the parties' rights and obligations hereunder, shall be in all respects interpreted, enforced and governed by and under the laws of the United States and the Commonwealth of Massachusetts. Any lawsuit between the Bank and you, arising from this Agreement or otherwise, shall be brought in a court located within the Commonwealth of Massachusetts. If any provision of this 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 a Service, you agree that it will be resolved by looking to the terms and conditions contained herein and, except for business customers, in the "Initial Disclosure of Terms and Conditions of Electronic Funds Transfer Services" provided to you.

II. ONLINE BANKING

1. Online Banking

Online Banking is subject to the General Terms and Conditions, Section I above, and may be accessed using any supported internet browser by visiting middlesexbank.com. Online Banking allows you to perform the following permissible banking functions:

- 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;
- transfer funds between your linked deposit accounts, as well as transfers to loans, lines of credit and mortgage accounts for payments;
- view account balances, prior and current statements and account transactions;
- view check images
- perform account maintenance, which may include but is not limited to reorder of checks, change of address and telephone number, change of and resetting passwords, set up new and manage existing users, exporting/importing data and requesting stop payments;
- pay bills to merchants, institutions, or individuals having U.S. addresses other than tax payments or court ordered payments;
- contact us via Secure Message; and
- other banking services that may be offered, from time to time, through Online Banking.

In addition to the above, business account owners may originate ACH payments, ACH collections, originate wire transfers, and use Positive Pay service. Additional Agreements and approval may be required for these additional services.

2. Requirements for Use

In order to access, view and use Online Banking, you must have:

- A personal computer, operating system and telecommunication connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, statements and other documents received in electronic form from us via access to our website using one of the browsers specified on our website
- A current Internet browser that supports 256 bit encryption
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit

You agree to review your hardware and software to see if you meet the above standards. Your consent to this Agreement will be deemed proof that you acknowledge that you have met the specifications.

3. Online Banking Password

Upon enrollment in Online Banking, you will select a password that will grant you access to Online Banking. You are solely responsible for ensuring the confidentiality of your password. We recommend that your password be comprised of letters, numbers, and special characters, 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 may periodically ask you to change your password.

4. Secure Access Code

Each time you log into online banking a secure access code will be sent to you by SMS text or voice message. At our discretion we may permit you to opt out of such authentication. Additionally, we may offer alternatives to the secure access code, including token authentication, which may be subject to additional agreements. Such alternative logins shall be permitted at our discretion and we shall be under no obligation to offer or maintain such alternative login.

5. Joint Accounts

Use of Online Banking by any one owner of a joint account or by an individual authorized on a business account, shall be deemed an authorized transaction on an account unless you provide us with written notice that the use of Online Banking is terminated and we have a reasonable opportunity to act on said notice in accordance with the other provisions herein, or that the joint account owner or authorized signer has been validly removed from the account.

6. Business Customers

If you are a business customer, you agree that use of a Login ID and Password is a commercially reasonable method of providing security against unauthorized electronic transactions. It is the responsibility of your business to protect the confidentiality of your login credentials. Whether your business has requested a single Login ID or multiple Login IDs, it is your business' responsibility to require that these passwords be kept confidential and be used only by authorized persons.

You agree that we are authorized to act on any and all instructions received under your Login ID and Password. Use of the Login ID and Password constitutes authentication of all transactions performed by you or on your behalf. All transactions initiated with your Login ID and Password will be attributed to you. You accept as your sole responsibility the use, protection and maintenance of the confidentiality of, and access to, your Login ID and Password. You agree to take reasonable precautions to safeguard your Login ID and Password and keep them confidential. We are not responsible for unauthorized use of your Login ID and Password.

7. Limitation of Liability

Except as provided by law, you on behalf of yourself, your estate, your heirs and any person who may claim through you or, if an entity, its predecessors, successors and affiliates and its or their trustees, directors, officers, employees, agents and representatives and all persons who may claim through it hereby agree to indemnify, defend and hold us, our affiliates, and its and their trustees, directors, officers and employees harmless from all costs and liabilities (including reasonable attorneys' fees and costs) we may suffer or incur as a result of your enrollment into Online Banking, arising from any claim to funds transferred out of your Account or paid under authority of your Login ID and Password including but not limited to liability for items presented or electronic transfers against such funds, claims of government agencies for the return

of funds, liability to other third parties claiming rights to the funds, or any claim made against us arising from any products and services provided by us to any person under authority of your Login ID and Password.

8. Security

Should you enter your password incorrectly on three (3) consecutive attempts, you will be blocked from accessing Online Banking. For additional protection, your Login ID will be deleted or disabled after 180 days of inactivity. If you do not log into your account within 60 days of enrollment, then your Login ID and profile will be deleted. If your account becomes blocked for any reason, please call us toll-free at 1-877-463-6287.

III. MOBILE BANKING

1. Mobile Banking

Mobile Banking is subject to the General Terms and Conditions and Online Banking sections I and II, above. Mobile Banking allows you to access your Accounts through the applicable official Middlesex Savings Bank Mobile Banking Application which is designed specifically for your specific internet enabled devices (each a "Mobile Device"). In order to make transfers between your accounts and pay bills using Mobile Banking, you must first arrange for those services on Online Banking.

2. Risk of Loss

Except as required by law, you shall bear the entire risk for any use of Mobile Banking, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Mobile Device, login information or any other means to access Mobile Banking, you will be liable for any transactions undertaken and we will not be liable for any resulting damages.

3. Limitation of Liability

Except as provided by law, you on behalf of yourself, your estate, your heirs and any person who may claim through you or, if an entity, its predecessors, successors and affiliates and its or their trustees, directors, officers, employees, agents and representatives and all persons who may claim through it hereby agree to indemnify, defend and hold us, our affiliates, and its and their trustees, directors, officers and employees harmless from all costs and liabilities (including reasonable attorneys' fees and costs) we may suffer or incur as a result of your enrollment into Mobile Banking or registration of the Mobile Device, arising from any claim to funds transferred out of your Account or paid under authority of the Mobile Device including but not limited to liability for items presented or electronic transfers against such funds, claims of government agencies for the return of funds, liability to other third parties claiming

rights to the funds, or any claim made against us arising from any products and services provided by us to any person under authority of the Mobile Device.

4. Security

You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device by which you access Mobile Banking. You agree not to leave the Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access. You agree not to provide any of your access information to any unauthorized person. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. You agree to not use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal. For suggestions on how you may secure your device, please visit our website.

5. eDeposit

By enrolling in Mobile Banking you are automatically given access to Middlesex Savings Bank eDeposit service ("eDeposit"). eDeposit allows you to deposit Eligible Items, as defined below, into your Middlesex Savings Bank account(s) from remote locations by imaging Eligible Items and transmitting those images to the Bank using your Mobile Device. As used in this section "MICR" means the magnetic ink character recognition line encoded at the bottom of checks or items. A "Substitute Check" means a paper reproduction of an original item that, among other things, contains an image of the front and back of the original item. A "Remotely Created Check" means an item that does not bear a signature by the person on whose account the check is drawn. For more information, please refer to Regulation CC established by the Board of Governors of the Federal Reserve System and our Combined Disclosures.

By using eDeposit service you accept responsibility for learning how to use the eDeposit in accordance with the instructions and agree that you will contact us directly if you have any issues or concerns. We may modify eDeposit from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use eDeposit as modified. You also accept responsibility for making sure that you know how to properly use the Mobile Device and we will not be liable to you for any losses caused by your failure to properly use eDeposit or the Mobile Device. Any Account accessed through eDeposit is also subject to this Agreement, Account Agreements/Terms and Conditions, Combined Disclosures, Schedule of Fees and any other agreement or disclosure provided at time of account opening or at a later date. You should review those agreements and disclosures, as they may include transaction limitations, fees or other terms that might apply to your use of eDeposit.

In order to use eDeposit, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. You agree and understand that eDeposit may not be accessible or may have limited utility over some mobile networks, and that there may be browser or other technical limitations specific to an individual mobile device that will limit or prevent access to eDeposit. You agree that you will not use eDeposit in locations that are prohibited under U.S. law and regulations, including laws and regulations relating to Office of Foreign Assets Control.

You are responsible for the quality, completeness, accuracy, validity and integrity of any item image transmitted to us using eDeposit. You are responsible if you or any person other than you, either authorized or unauthorized, intentionally or unintentionally submit fraudulent, inaccurate, incorrect, illegible or otherwise improper or unusable items or images to us through eDeposit.

6. eDeposit Ineligible Items

Middlesex Savings Bank, in its sole discretion, reserves the right to verify and deny any and all items being deposited using eDeposit. You agree to use eDeposit to image, transmit and deposit items made payable to you, drawn on U.S. banks in U.S. currency ("Eligible Items"). You agree that you will not use the Service to deposit the following items ("Ineligible Items"):

- Any postal money order, money gram or foreign check;
- Any item payable to any person or entity other than you as the original payee; Any item containing any evidence of alteration or an alteration of which you know or believe or suspect to be fraudulent or not authorized by the owner of the account on which the item is drawn;
- Any item that is not in original form with a signature, such as Substitute Checks or Remotely Created Checks;
- Any item previously converted to a Substitute Check or a Remotely Created Check;
- Any item with any endorsement on the back other than that specified in this Agreement;
- Any item that has previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution, or that has been deposited with the Bank or any other financial institution, including items that have been returned unpaid;
- Any item which is stale (more than 6 months old) or post-dated (made payable at a future date);
- Any item payable to you and another payee;
- Any item that will exceed your daily or monthly item limit or dollar limit;
- Any item written off an account at a financial institution located outside the United States; or
- Any item not payable in United States currency.

7. eDeposit Funds Availability

The Bank will process all Eligible Items transmitted and received during the hours established by the Bank for accepting Eligible Items deposited through the Service, except when prevented from doing so due to equipment or electrical failures or any other condition beyond the reasonable control of the Bank. The Bank will credit your account when processed if received before the final deposit cutoff of each business day. Eligible Items imaged through the Service must be received and confirmed before the designated cutoff time in order to be considered deposited same day. A business day is Monday through Friday, excluding Federal holidays and as otherwise posted in our banking centers or at middlesexbank.com. Eligible Items processed on days the Bank is closed or after the final cutoff on any business day will be credited on the next business day. Notwithstanding any provision of this Agreement to the contrary, the Bank has the discretion to reject any deposit for any reason.

- Eligible Items are subject to verification by Middlesex Savings Bank and may be rejected for any reason. If the Eligible Item is received and confirmed by Middlesex Savings Bank, then the Eligible Item amount will be made available to you the same day in most cases, subject to the above cut off times.
- In some cases, Eligible Items may be subject to delayed availability. Reasons for delayed availability include but are not limited to repeated overdrafts or a missing required endorsement. Please refer to the Funds Availability Policy contained within the Combined Disclosures provided at the time of account opening for specific information regarding delayed availability. If such delay is applied, then you will receive notice through e-mail or regular US mail with specific information about the delay.
- Eligible Items may be rejected if you have exceeded your daily or monthly item or dollar limit.
- Missing or invalid Eligible Item information, improper images and missing or improper endorsement may also result in a charge back of an Eligible Item or delay in funds availability.

8. eDeposit Item Requirements

- Each imaged Eligible Item must contain the following information, including but not limited to: information about the payor and the paying bank that is preprinted; the MICR; the payor's signature(s); the date; and the required endorsement applied to the back of the original Eligible Item.
- All Eligible Items deposited through the Service into your Account must be endorsed in the first 1.5 inches of the trailing edge of the back of the Eligible Item. You may identify the "trailing edge" of an item by viewing the Eligible Item from the front. The trailing edge is the left edge of the Eligible Item.
- Your endorsement must include your signature and such restrictive endorsement as prompted within the Mobile Banking App, but which shall at a

minimum include the words 'For Mobile Deposit Only', or some variation thereof. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

- Each imaged Eligible Item must also meet all standards for image quality by the American National Standards Institute, the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

9. eDeposit Item Limits

We may establish limits on the dollar amount and/or number of Eligible Items deposited from time to time. If you attempt to initiate a deposit of an Eligible Item in excess of those limits, we may reject your Eligible Item. If we permit you to make a deposit of an Eligible Item in excess of those limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

10. Your eDeposit Duties and Obligations

As you image Eligible Items into electronic files for transmission and deposit into your Account, you warrant and represent with respect to each imaged Eligible Item that:

- The image accurately represents all of the information on the front and back of the Eligible Item and that all such information is legible, genuine, accurate and without any alteration of the image;
- You will not cause the payor to receive a debit, presentment, return of, or otherwise be charged for, the Eligible Item or a paper or electronic representation of the Eligible Item, such that the payor will be asked to make a payment based on the Eligible Item that has already been paid (You will be liable for Eligible Items that are presented more than once.);
- The image represents an Eligible Item properly payable to you, with the necessary endorsement for deposit into your Account with the Bank;
- You will maintain physical security of the Eligible Items that you have deposited using the Service for a period of at least 60 days after deposit. You will immediately notify the Bank in the event of any unauthorized access to such Eligible Items and you will destroy all Eligible Items in a safe and reasonable manner in accordance with the time frame set forth above in this paragraph;
- You will provide the Eligible Items to us, at our request, as we reserve the right to view the Eligible Items for any reason. (If we request to view an Eligible Item, then you must provide the Eligible Item to us within five (5) business days, at your expense. If you do not provide the Eligible Item, then the deposit of the Eligible Item will be reversed from your Account.) Use of the Service does not relieve you of your duty to maintain records, review statements, verify transactions, and, if necessary, to notify the Bank of any issues arising from your use of the Service or otherwise.

11. Receipt of eDeposit

We reserve the right to reject any Eligible Item transmitted through the Service, at our discretion. We are not responsible for Eligible Items we do not receive or for images that are dropped during transmission. An image of the Eligible Item shall be deemed received when you receive an electronic confirmation from us that we have received the image. Confirmation does not mean that the image contains no errors or will be accepted for deposit. In accepting Eligible Items for deposit or collection, the Bank makes no warranty as to the collectability of the Eligible Items. We further reserve the right to charge back to your Account at any time any Eligible Item that we subsequently determine was an Ineligible Item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an Ineligible Item.

12. Returned eDeposits

If an Eligible Item deposited through the Service is dishonored, rejected or otherwise returned unpaid for any reason including insufficient funds, then you will receive an image, reproduction or substitute of the Eligible Item and we may set off the amount of the returned Eligible Item by debiting the Account into which you deposited the returned Eligible Item or by transferring funds from another Middlesex Savings Bank account held by you. Notifications of delayed availability or return of the deposit may not be available to you through the Service or the Application, and may be mailed or sent through other means deemed acceptable by us. You will be responsible for reimbursing us for all loss, cost, damage or expense related to the processing of the returned Eligible Item. You are prohibited from attempting to deposit or otherwise negotiate an Eligible Item through the Service if it has been charged back to you.

You are solely responsible for verifying the validity of an item returned as forged or counterfeit, and if you suspect that an item is forged or counterfeit then you must not deposit that item using the Service. We are not responsible for detecting forged or counterfeit items that you deposit.

13. eDeposit Errors

You must notify us of any errors (or suspected errors) related to the Eligible Items deposited through the Service as soon as possible after the occurrence, and in no event, no later than 30 days after the related Middlesex Savings Bank account statement is sent. Unless you notify us within 30 days of the date that the Middlesex Savings Bank account statement is sent, then the account statement containing the deposits made through the Service is deemed correct and you cannot bring a claim against us for any alleged errors.

14. eDeposit's Relationship to Other Agreements and Fees

You agree that you remain subject to the terms and conditions of your existing agreements with us and with any unaffiliated service providers, including, but not limited to, your mobile service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Service (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with the Service), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

15. Fees and Charges

By using the Service, you agree to pay the associated fees and charges, as set forth in the most current "Consumer Fee Schedule" (for non-business customers) and/or "Business Fee Schedule" (for business customers) brochure. Applicable fees, as disclosed in the most current "Consumer Fee Schedule" and/or "Business Fee Schedule" brochure will be charged to your payment account. If the payment account has insufficient funds to cover fees, the Bank may deduct the fees from any Middlesex Savings Bank account held by you. If the fee cannot be paid, then we may cancel the Service and/or may take other action as we deem appropriate.

16. Indemnification and Warranty Waiver

You (on behalf of yourself, your estate, your heirs and all person who may claim through you) or, if an entity, its predecessors, successors and affiliates and its and their trustees, directors, officers, employees, agents and representatives and all persons who may claim through it) hereby agree to indemnify, defend and hold the Bank, its affiliates, and its and their trustees, directors, officers and employees and its technology suppliers harmless from all costs and liabilities (including but not limited to reasonable attorney fees and costs, disbursements and regulatory fines and assessments) we may suffer or incur as a result of your enrollment into the Service or registration of the Mobile Device, your breach of any term of this Agreement, or failure to perform any obligation under this Agreement, or otherwise arising out of your use of the Service including, without limitation, (a) any errors arising out of keying errors; (b) the willful misconduct, fraud, criminal activity, intentional tort, negligence, actions, omissions or commissions, or noncompliance with any law or regulation, by you involving use of the Service; and (c) any transmission or instruction made by you in connection with the Service that is acted upon by the Bank in good faith.

IV. TEXT BANKING

1. Text Banking

Text Banking is subject to the General Terms and Conditions and Online Banking sections, I and II above. Text Banking allows you 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; transfer funds between your linked deposit accounts, as well as transfers to loans, lines of credit and mortgage accounts for payments; view account balances and account history; and other banking services that may be offered, from time to time, through Text Banking. Text Banking allows you to access account information using compatible and supported cellular phone (the “Cellular Telephone”). In order to make transfers between your accounts you must first arrange for those services using Online Banking.

2. Risk of Loss

Except as required by law, you shall bear the entire risk for any use of Text Banking, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Cellular Telephone, login information or any other means to access Text Banking, you will be liable for any transactions undertaken and we will not be liable for any resulting damages.

3. Limitation of Liability

Except as provided by law, you on behalf of yourself, your estate, your heirs and any person who may claim through you or, if an entity, its predecessors, successors and affiliates and its or their trustees, directors, officers, employees, agents and representatives and all persons who may claim through it hereby agree to indemnify, defend and hold us, our affiliates, and its and their trustees, directors, officers and employees harmless from all costs and liabilities (including reasonable attorneys’ fees and costs) we may suffer or incur as a result of your enrollment into Text Banking or registration of the Cellular Telephone, arising from any claim to funds transferred out of your Account or paid under authority of the Cellular Telephone.

4. Security

You have the sole responsibility for maintaining the safety, security and integrity of the Cellular Telephone by which you access Text Banking. You agree not to provide any of your access information to any unauthorized person. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Cellular Telephone, login information or any other means to access Text Banking, you will be responsible for any transactions they undertake and we will not be liable for any resulting damages. You agree to not use Text Banking or the content or information delivered through Text Banking in any way that would be considered illegal. For suggestions on how you may secure your device, please visit our website.

5. Cancellation

In addition to other notification methods identified herein, you may cancel your participation in Text Banking by texting STOP to 226563.

V. BILL PAY

1. Bill Pay

This service is subject to the General Terms and Conditions, Section I. Also, if Bill Pay is accessed through Online Banking, it is subject to Section II or, if it is accessed through Mobile Banking, it is subject Sections II and III (together the “Bill Pay Terms”, as applicable). Using Bill Pay, you can direct us, through the use of Payment Instruction to make one time payments or Scheduled Payments to Payee(s) from your Pay From Account. You are responsible for ensuring timely payment of all bills.

Access to Bill Pay is subject to additional service terms presented at time of enrollment and as may be updated from time to time. Additionally, Bill Pay is subject to our approval and such approval may be denied for any reason not prohibited by law.

VI. Person to Person (P2P)

Middlesex Savings Bank Person to Person Service that allows you to send funds to another person. By using Service you agree to all the terms, conditions and notices contained in this Agreement and accept full responsibility for your use of the Service.

This Service is subject to the Middlesex Savings Bank Online Banking Agreement Section I and, if Person to Person is accessed through Online Banking, it is also subject to Section II, or if Person to Person is accessed through Mobile Banking, Sections II and III (together the “Person to Person Terms”, as applicable).

Definitions

- “Recipient” means the person to whom the Sender transfers funds.
- “Sender” is the Bank debit cardholder that transfers funds to another person through the Service.
- “Service” means the Middlesex Savings Bank Person to Person service discussed herein.
- “Service Provider” is a Bank vendor, Neural Payments, which arranges for person-to-person payments.
- “Site” is the Service Provider’s website accessed by a user through a mobile phone, computer or other access device.
- “Transfer” means an electronic movement of funds from Sender’s Account by means of the Person to Person system offered within mobile and online banking.

- “Transfer Instructions” is the information that you provide when using the Service.

2. Description of Service and Consent

Person to Person is a service that allows you to send money via Mobile and Online Banking to others using a cell phone number or an email address through the Neural Payments network and third party platforms. Sending money does not require you to have a Neural Payments Account, but the following rules do apply regarding Neural Payments’ role in processing P2P Payments transactions that use the Neural Payments network.

Bank debit cardholders may send one-time Transfers to Bank customers or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone.

By participating in the Service, you are representing to the Bank that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Bank or its agent, regarding the Transfers and represent to the Bank that you have obtained the consent of the Recipients of your intended Transfers.

3. Neural Payments’ Relationship with You

Neural Payments is a Payments Service Provider. Neural Payments helps you make payments to third parties. Neural Payments is an independent contractor for all purposes, except that Neural Payments acts as your agent with respect to the custody of your funds only. Neural Payments does not have control of, or liability for, the products or services that are paid for with our service. We do not guarantee the identity of any recipient or ensure that a recipient will complete a transaction.

4. Intellectual Property

"neuralpayments.com", "Neural Payments", and all logos, related to the service, are either trademarks or registered trademarks of Neural Payments or its licensors. You may not copy, imitate or use them without Neural Payments' prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Neural Payments. You may not copy, imitate, or use them without our prior written consent. All rights, title and interest in and to the Neural Payments website, any content thereon, the services, the technology related to the Neural Payments services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of Neural Payments and its licensors.

5. Eligibility

Individuals aged 18 years and older with a debit card issued by the Bank are eligible to use the Service. By using the Service, you represent that all parties to a Transfer, Sender(s) and Recipient(s), are eligible to do so.

6. Transfers

When a transfer is sent the funds are immediately transferred from your account. If the recipient is a part of the Neural Payments network the funds are immediately credited to their account. If the recipient is not a part of the Neural Payments Network the funds will be moved to a Financial Institution Name holding account where they await a response from the recipient declaring how they would like to receive the funds. You agree that such requests constitute your authorization to us and Neural Payments to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received and executed pursuant to the terms of this Agreement, and the rules any applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E (collectively, the "Rules"). The parties agree to be bound by such Rules as may be amended from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Bank or the third party financial institution, which holds the account, has finally settled such credit.

By requesting or accepting the Transfer you authorize and empower the Bank to take all steps it considers necessary to affect the Transfer. You also authorize the Bank, directly or through third parties, to make any inquiries it considers necessary in its discretion to validate your identity. This may include, but is not limited to, asking you for additional information, ordering a credit report and/or verifying your information against third party databases.

7. Refused and Refunded Transactions

When you send money, the recipient is not required to accept it. You agree that you will not hold Neural Payments or Middlesex liable for any damages resulting from a recipient's decision not to accept a payment made through the service. We will return any unclaimed, refunded or denied payment to your Account within 30 Days of the date you initiate payment. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account. For PayPal or Venmo transfers, you can request to cancel a transaction at any time prior to the recipient declaring how they would like to receive their funds.

8. Electronic Disclosures

You agree to conduct the Transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email. Each time you use this Service and submit information to the Bank you agree to the electronic access, receipt and acceptance of documents, disclosures and forms.

9. Electronic Signatures

You specifically agree that any electronic signatures that you provide through the Site are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in this Agreement just as if you had physically signed the same documents with a pen.

10. Sender Acknowledgment

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Transfers will be completed using the email address or mobile phone number only. You hereby acknowledge and agree that we are not obligated and shall not use or refer to the name entered in the field titled "Recipient Name" and this field is provided for your convenience only. If you make errors, you could lose all the funds. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We must have a reasonable opportunity to cancel the Transfer; moreover we are not obligated to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Funds that are credited to an account cannot be recalled by us. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason not prohibited by law.

11. Recipient Acknowledgment

By using this Service you as the Recipient are confirming that you are the intended recipient of the email or text message and the person to whom the Sender intends to transfer funds. As the Recipient, to claim the Transfer you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds

will be transferred through the automated clearing house in accordance with applicable Rules.

It is important that you enter accurate information when claiming the Transfer. You agree that the Bank, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate debit card information or account number information the funds may be deposited into another person's account, even if those numbers do not correlate to the name that you provide. Retrieval of funds which are misdirected are the Recipient's responsibility and as these funds cannot be recalled by us. The Recipient must work with their financial institution to resolve the matter. You may lose all the funds that were transferred.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the Transfer. We must have a reasonable opportunity to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

If you are not the intended Recipient you agree to take no further action to accept the Transfer. If you use another person's identification with the intent to commit unlawful activity it may be a felony and subject you to criminal penalties. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, the Bank reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

12. Fees and Limitations on Transfers

The Bank may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. If the Bank imposes a fee for the Service, a separate fee is charged for each Transfer you send, even if several transfers are made on the same day. We reserve the right to change your permitted Transfers, whether the amount or frequency of Transfers at any time, without notice, and for any reason not prohibited by law. Please contact us for information on your current limits

Transfers may originate from any account which has a debit card. If a transfer exceeds your available balance we may reject the Transfer and impose an Insufficient Funds Fee as disclosed in our Fee Schedule. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

The Recipient's financial institution may have limits on the number and type of Transfers allowed and may charge a fee, which shall be the Recipient's responsibility and separate from any fees we may charge for the Service.

Neural Payments may, at its discretion, impose limits on the amount of money you can send through the P2P Payments service (in addition to any limits set by us).

13. Issues Affecting the Posting of Transfers

Certain outside events may affect the timing or success of a Transfer reaching the intended Recipient. In addition to human error by the Sender or Recipient discussed above, there may be delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. You are responsible for ensuring that these types of Transfers are allowed by the Recipient's financial institution. Neither the Bank nor the Service Provider is responsible for any action or lack of action taken by the Recipient's financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

14. Account Inquiry

If the Recipient's financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

15. Cookies, Browser Information and Related Issues

When you visit the Site, you should review the Service Provider's privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.

16. Account Monitoring

Unauthorized use of the Service is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Bank or its Service Provider may monitor and audit usage. You are hereby notified that the use of this Service constitutes consent to such monitoring and auditing.

17. Closing Account

Once you close your Accounts with the Bank or you no longer have a debit card, you may no longer send Transfers. However your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

18. Amendments

Bank may amend these Person to Person Terms or any other disclosures at any time by posting a revised version on the Bank's website, or by such other notice as may be required by law. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Any use of the Service after a notice of change will constitute your express agreement to such changes.

19. Limitation on Damages

BANK'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500.00 (FIVE HUNDRED DOLLARS).

20. Disclosure Access

Bank customers may access Our Electronic Fund Transfer (EFT) disclosure by viewing our Terms and Conditions on our website at www.middlesexbank.com. Non-Bank customers should consult their financial institution for their EFT disclosures.