

## MIDDLESEX SAVINGS BANK ELECTRONIC STATEMENT AGREEMENT

This Middlesex Savings Bank ("MSB") Electronic Statement Agreement ("Agreement") is being provided to you as part of the enrollment process for receiving electronic statements ("e-Statements"). This Agreement applies to each Account you have with MSB where e-Statements are available ("Accounts"). The words "we," "us," and "our" means Middlesex Savings Bank and the words "you" and "your" means you, the individual(s) or entity(ies) identified on the Account as the owner or authorized signer on the Account(s). As used in this Agreement, "Statement" means any periodic statement, billing notice, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing. This Agreement is also available for viewing or printing on our web site at [middlesexbank.com](http://middlesexbank.com) within Online Banking.

**Consent to opt out of paper statements.** You have elected to have statements provided to you electronically through Online Banking. **By clicking "Accept" below, you agree that we may provide you with any statement relating to any Account in electronic format.** Selecting an Account that is part of a combined statement constitutes consent for all related Accounts on the combined statement to be received electronically. You agree that any authorized signer of the Account or an employee granted access through Business Online Banking may enroll in e-Statement delivery on behalf of all authorized signers or the entity. We will discontinue sending paper statements to any and all account holders for all Accounts on a combined statement, unless you withdraw your consent or we terminate the service as described below. Your consent to receive e-Statements and transactions includes, but is not limited to:

- Periodic disclosures or billing statements for your Account(s).
- Notices or disclosures about a change in the terms of your Account(s) or associated payment feature(s).
- Notices and disclosures that are required by regulation to be provided to you in writing, including but not limited to privacy policies and notices.

**Method of Providing Statements to You in Electronic Form.** All statements that we provide to you in electronic form will, to the extent permissible by law, be accessible to you on our web site at [middlesexbank.com](http://middlesexbank.com) within Online Banking.

**Statement in Writing.** All statements in either electronic or paper format from us to you will be considered “in writing”. You should print and retain, or download for your records, a copy of your Middlesex Savings Bank e-Statements, this Agreement, your initial authorization to receive Middlesex Savings Bank e-Statements, and any changes to that authorization.

**Statement Delivery.** You agree that the availability of the electronic form no later than the second business day after the statement date shall be deemed the date of delivery of the monthly or periodic statement to you. Although we may send out notification that your statement is ready for viewing, failure of us to deliver this notification to you does not have any effect on the date of delivery of the e-Statement to you. You must notify us of any errors in your statement within 60 days of the statement delivery date or we will deem the Account statement to be accurate. You are obligated to pay amounts due for your lines of credit or any lending arrangement you have with MSB, regardless of whether or not you access Online Banking or your e-Statement.

**Hardware and Software Requirements.** In order to access, view, and retain e-Statements that we make available to you, 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 web site using one of the browsers specified below
- The three most recent publicly available versions of Chrome, Internet Explorer, Firefox, and Safari
- Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit
- A current version of Adobe Acrobat® Reader (4.0 or higher)

**You agree to review your hardware and software to see if you meet the above standards. Your consent to opt out of paper statements will be deemed proof that you acknowledge that you have met the specifications required, and you are able to open, read, and store or print your electronic Account statements.**

**Retaining Your Statements and Disclosures for your Permanent Records.** You agree that statements and disclosures will be provided in Portable Document Format (pdf) as noted above. You must have the capability to save such files to your computer hard

drive or other suitable storage medium, or print such documents to paper, in order to retain them for your permanent records. To prevent accidental loss of your permanent records, the Bank recommends that you store electronic or paper copies in more than one physical location or file. As an active Online Banking customer you will have online access to a minimum of 13 months of electronic statements.

**Requesting Paper Copies.** We will not send you a paper copy of any statement from us for Accounts where you have elected to receive e-Statements and for any related Accounts in a combined statement with such Account, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an e-Statement by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made no later than seven years after we first provided the e-Statement to you. To request a paper copy, contact us by telephone at 1-877-463-6287. We may charge you a standard service charge (see the Consumer Fee Schedule or the Business Fee Schedule) for the delivery of paper copies of any statements provided to you electronically pursuant to your authorization.

We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any statement that you have authorized us to provide electronically.

**Security Procedures.** You understand that you cannot sign up for e-Statements and cannot access your Account statements without first signing up for and obtaining an Online Banking Login ID and Password. **You agree that use of authentication credentials to access Online Banking to sign up for e-Statement delivery and access your Account statements electronically constitutes a reasonable security procedure.** You understand that if you disclose your Online Banking credentials to other people, they may also have the ability to access your Account statements, and you agree to notify us immediately if you believe any of your Accounts have been accessed or a password has been used without permission to access your Accounts. The terms and conditions in this Electronic Statement Agreement only apply to e-Statements. Provisions in other MSB agreements and disclosures may be revised from time to time and remain effective for all other aspects of the Accounts involved.

**How to Withdraw Consent.** You may at any time withdraw your consent to receive statements in electronic form and revert to paper statements for any of your Accounts by changing your statement preferences within Online Banking. You may also contact us via email using the “e- mail” button on the Online Banking website

or directly to [branch@middlesexbank.com](mailto:branch@middlesexbank.com) (please do not send confidential information such as account numbers, social security numbers or passwords through e-mail); or by telephone at 1-877-463-6287; or by postal mail at P.O. Box 5210, Westborough, MA01581, Attn: Online Banking. A request for withdrawal of consent will only be effective if these delivery preferences are changed for all related Accounts on a combined statement. If you wish to receive paper statements for a specific Account that appears on a combined statement, but not all of the Accounts, you must contact us to remove the Account from the combined statement.

**Important information for eBlue account holders.** If you have an eBlue account, you must enroll in electronic statements as a condition of the account. If you fail to enroll in electronic statements, withdraw your consent for electronic statements, or your access to online banking is terminated (due to inactivity or any other reason), you will be charged \$10 per month to receive your paper statements.

**Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your e-Statement, or to terminate or change the terms and conditions on which we provide e-Statements, including any applicable discount for receiving Middlesex Savings Bank Online Statements. We will provide you with notice of any such termination or change as required by law.

**Access to Electronic Statements after Closing Account.** You understand that upon closing your Account, your access to previous statements for that Account will be terminated 30 days after your last statement cycle. Before closing your Account, you agree to access the Online Banking service to obtain, review, print, and/or otherwise copy or download your previous statement(s) for your permanent records.

**Interruptions in Service.** Because of the unpredictability of the Internet, we do not guarantee continuous or uninterrupted access to you of e-Statements through the Internet and Online Banking. However, should you be unable to access your e-Statements, you may contact us at 1-877-463-6287 and we will take other measures to provide you with copies of your statements.

**Limit of Liability.** You agree that in no event will we (the bank, its affiliates, and any of its or their trustees, directors, officers or employees) be liable in any way, whether for lost profits, special, incidental or consequential damages, or otherwise, arising out of or in connection with your use of this service, even if we have been advised of the possibility that such damage will occur. Further, you agree

that we (the bank, its affiliates, and any of its or their trustees, directors, officers or employees) will not be liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, or other similar loss.

**Governing Law.** You acknowledge and agree that your consent to e-Statements is being provided in connection with a transaction that is subject to the Uniform Electronic Transactions Act (UETA) and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN), and that you and we both intend that the Acts apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. As otherwise applicable, Federal law and laws of the Commonwealth of Massachusetts shall apply. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the Commonwealth of Massachusetts.