

## 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, and Electronic 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 deposit 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.

#### **6. 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.**

#### **7. 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.

#### **8. 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. To the extent permitted by applicable law, if you have previously agreed to receive notices and disclosures electronically, we will forward such notices to you by e-mail or post such notices on our website and alert you by e-mail of the posting of such notice. 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.

#### **9. 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 180 days, then your Login ID will become inactive and you must contact us to reactivate your Login ID and if you do not access Online Banking for a period of 210 days, then your Login ID will be deleted and you must contact us to reenroll into Online Banking.

#### **10. 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.

#### **11. Authorization to Obtain Information**

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

## **12. 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.

## **13. 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.

## **14. 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.

## **15. 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.

## **16. 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.

## **17. External Funds Transfer**

The Services offer the option, through separate enrollment, of transferring funds between your linked deposit accounts at Middlesex Savings Bank and accounts at other financial institutions (the "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 is 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 Schedule of Fees.

*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.

### **18. 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, Monday through Friday, between 7:00 a.m. and 9:00 p.m. and 8:30 a.m. and 3:00 p.m. on Saturday, 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.

### **19. What to Do In Case of Errors or Questions about Your Electronic Transfers, Including Bill Pay**

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 4:00 p.m. Eastern on a business day are processed on that day. Transactions completed after 4:00 p.m. Eastern 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.

Consumer Statement Savings accounts and Consumer and Business Money Fund accounts are limited to no more than six (6) transfers per calendar month whether to another account with us or to a third party via preauthorized or automatic transfer, telephonic agreement, or order of instruction. Please note transfers made using the Services and telephone banking are counted against the permissible number of transfers, as are other transfer methods described in the Combined Disclosures.

### **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 at 1-877-463-6287, Monday through Friday, between 7:00 a.m. and 9:00 p.m. and 8:30 a.m. and 3:00 p.m. on Saturday.

### **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**

Bill Pay 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 internet browser by visiting [middlesexsavingsbank.com](http://middlesexsavingsbank.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 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 (approval and additional agreement required), originate ACH collections (approval and additional agreement required), originate wire transfers (approval and additional agreement required), use Positive Pay service (additional agreement required) and order currency.

## **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 web site using one of the browsers specified below
- A current Internet browser that supports 128 bit encryption
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- A current version of Adobe® Acrobat® Reader

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 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 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 locked 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.

## **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 and pay bills using Text Banking, 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 469228.

### **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.

#### **2. Definitions**

Any term not defined herein shall have the same meaning in the other sections of this Agreement.

- "Bill Pay" means the bill payment service offered by Middlesex Savings Bank.
- "Designated Account" is the checking account from which all Bill Pay fees will be automatically debited.
- "Due Date" is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.
- "Pay From Account" is the checking account from which bill payments will be debited.
- "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Pay Date" is the day you want your Payee to receive your bill payment and is also the day your Pay From Account will be debited, unless the Pay Date falls on a non-business day in which case it will be considered to be the previous business day.
- "Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Pay Date).
- "Scheduled Payment" is a payment that has been scheduled through the Bill Pay but has not begun processing.

#### **3. Payments**

You are responsible for providing sufficient time to make payments by their Due Date. We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but are not be limited to, an electronic payment or draft check. Generally, single payments and scheduled payments will be sent via electronic transfer and will be processed on the next business day. If the transaction amount exceeds certain limits or certain other criteria are met, the payment may be processed via a physical check, sent through the United States Postal Service. You will be advised of this possibility at the time the payment is scheduled in the system. Check creation can take four days or more, with additional time needed for the mail to arrive at its destination.

*Single Payments* - A single payment will be processed on the business day that you designate as the Pay Date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 8:00 PM Eastern.

A single payment submitted after the cut-off time will be processed on the next business day. If you designate a non-business day as the Pay Date, the payment will be processed on the first business day following the designated processing date.

*Scheduled Payments* - When a recurring payment is processed it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the Pay Date is a non-business day it is adjusted to the business day immediately preceding the date selected. This adjustment will also occur if the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> are selected as Pay Date in a month which does not have such a day.

#### **4. Payment Authorization and Payment Remittance**

By providing us with names, valid payment address and account information of Payee(s) to whom you wish to direct payments, you authorize us to follow the Payment Instructions that it receives through Bill Pay. In order to process payments more efficiently and effectively, Bill Pay may edit or alter payment data or data formats in accordance with Payee directives.

When we receive a Payment Instruction, you authorize us to debit your Pay From Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Pay Date designated by you. You also authorize us to credit your Pay From Account for payments returned to Bill Pay by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of Bill Pay.

#### **5. Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once Bill Pay has begun processing an electronic payment it cannot be cancelled or edited. It may be possible to stop a payment by draft check by using a stop payment request.

#### **6. Stop Payment Requests**

Bill Pay can only stop a payment when payment is made by draft check and Bill Pay's ability to process a stop payment request will depend on the timing of the request. Any stop payment request requires that we have a reasonable opportunity to act. If you desire to stop any payment that has already been processed, you must contact us. Although we will make every effort to accommodate your request we will have no liability for failing to stop a payment. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **7. Prohibited Payments**

Payments to Payee(s) outside of the United States or its territories through Bill Pay are prohibited.

### **8. Exception Payments**

Tax payments, court ordered payments, and insurance premiums (“Exception Payments”) may be scheduled through Bill Pay, however such payments are discouraged and are scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling Exception Payments. We have no obligation to research or resolve any claim resulting from an Exception Payment and all research and resolution for any misapplied, misposted or misdirected payments will be your sole responsibility.

### **9. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payee(s) directly if you do not receive your statements. In addition, if you elect to activate Bill Pay's electronic bill option, you also agree to the following:

- Information Provided to the Payee – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Service and/or bill information.
- Activation - Upon activation of the electronic bill feature, we may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
- Authorization to Obtain Bill Data - Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. Certain Payees may require you to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.
- Notification - We will use our best efforts to present all of your electronic bills promptly. In addition to a notification within Bill Pay, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive a notification, it is your responsibility to periodically login to Bill Pay and check on the delivery of new electronic bills. The notification times may vary from Payee to Payee.
- Cancellation of Electronic Bill Notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. Bill Pay will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We are not responsible for presenting any electronic bills that are already in process at the time of cancellation.

- Non-Delivery of Electronic Bill(s) - You agree to hold us harmless should the Payee fail to deliver your statement(s). Copies of previously delivered bills must be requested from the Payee directly.
- Accuracy and Dispute of Electronic Bill – We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

These Bill Pay Terms do not alter your liability or obligations that currently exist between you and your Payee(s).

### **10. Our Liability**

We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you. If we cause an incorrect amount of funds to be removed from your Pay From Account or causes funds from your Pay From Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Pay From Account, and for directing to the proper Payee any previously misdirected transactions, but we shall not be responsible for any late payment related charges imposed by your Payee.

### **11. Account Information Authorization**

Your enrollment in Bill Pay may not be completed if we cannot verify your identity or other necessary information. Through your enrollment in Bill Pay, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that Bill Pay reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make only in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or
6. If you give us your written permission.

### **12. Service Fees and Additional Charges**

Any applicable fees will be charged regardless of whether Bill Pay was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct such charges from your Designated Account for, and any additional charges that may be incurred by you. Any ordinary fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider.

### **13. Failed or Returned Transactions**

In using Bill Pay, you are requesting we make payments for you from your Pay From Account. If we are unable to complete the transaction for any reason associated with your Pay From Account (for example, there are insufficient funds in your Pay From Account to cover the transaction), the transaction may not be completed. If you submit a request and do not have sufficient funds in your account at the time the

payment is processed to cover such request, your account will be subject to a \$35.00 Bill Pay Insufficient Funds Fee. In some instances the payment may be processed even though you do not have sufficient funds in your account. In such case, you agree that:

1. You will reimburse us immediately upon demand any amounts that have been overdrawn;
2. You will be charged, and promptly pay, the Bill Pay Insufficient Funds Fee identified above;
3. You will reimburse us for any fees it incurs in attempting to collect the amount of the return from you; and,
4. We are authorized to report the facts concerning the return to any credit reporting agency.

Nothing herein shall limit any rights that we may have under your other agreements with us, including the Consumer Account Agreement or the Commercial Deposit Account Terms and Conditions, as applicable.

#### **14. Service Changes, Termination, Cancellation, or Suspension**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes, including termination, can be made either within the Service or by contacting us via one of the following means:

1. Telephone us at 1-877-463-6287 during customer service hours;
2. Contact us by using a Service messaging feature; and/or,
3. Write us at:

Middlesex Savings Bank  
Online Banking Department  
120 Flanders Road  
Westborough, MA 01581-5210

Any payment(s) Bill Pay has already processed before the requested cancellation date will be completed. Scheduled Payments, including recurring payments, will not be processed once Bill Pay is cancelled, after we have had a reasonable opportunity to act on your termination notice. We may terminate or suspend Bill Pay at any time. Neither termination nor suspension shall affect your liability or obligations under these Bill Pay Terms and you remain obligated for any payments made by us on your behalf.

#### **15. Payee Limitation**

We reserve the right to refuse to pay any Payee to whom you may direct a payment. We will notify you promptly if it is determined we will refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an Exception Payment under these Bill Pay Terms.

#### **16. Returned Payments**

In using Bill Pay, you understand that Payee(s) and/or the United States Postal Service may return payments to us for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. We will use our best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Pay From Account.

#### **17. Person to Person**

Bill Pay may provide the capability to make transfers to other individuals. This person to person transfer (also known as P2P) is subject to a per use fee which will be disclosed when the functionality is used. The functionality may be modified at any time and may be subject to certain dollar limits which may vary from other limits within Bill Pay. As the person to person transfers rely on a number of different factors, we cannot guarantee that payments will be available to the recipient within any particular time period.



You are responsible for making sure any payment made using the functionality meet your particular needs.

**18. Business Bill Pay**

Business Bill Pay permits an Administrator (also known as a Supervisor) to grant specific users varying levels of access and control. When an Administrator changes a user's authority, such changes are binding on the entity as are any and all transactions by a user so authorized.