

EBSB Online Internet Banking Terms and Conditions

The information provided here contains the terms and conditions of EBSB Online Internet banking. Before using EBSB Online, please read this information in full as well as the application authorization. In addition, the terms and conditions of any Personal Deposit Account Agreement(s) you have with East Boston Savings Bank including signature cards, account disclosures, accompanying schedules and any change of terms notices are considered part of this disclosure.

East Boston Savings Bank ("we," "our," "us," or "EBSB") offers its EBSB Online Internet Service to enable you to perform banking transactions, pay bills and communicate with us by email. EBSB Online banking transactions and bill payment (the "Services") are provided by Metavante Corporation on behalf of EBSB.

Enrollment Costs

EBSB Online Internet Banking is free of charge. In order to maintain active status for this free service, you must access it at least once every 60 days. If you do not, we will automatically unenroll you from the service. Please be advised that you may re-enroll at any time, which is easily done using online self-enrollment or through a representative. We may change fees for EBSB Online with 30 days prior written notice. Also, any regular fees associated with your account continue to apply.

EBSB Online Security

As a security measure, a Username and Password are required to access EBSB Online. Your Username and Password should be kept confidential to prevent unauthorized access to your accounts and the EBSB Online service. For added security, you should change your password on a regular basis.

The first time you logon to EBSB Online Internet Banking, you will be presented with our secure sign-on enrollment process. The process is very quick and very easy. Here is all you will need to do:

Select a picture and personal phrase These visual cues will be displayed when you sign on and are your assurance that you are truly on www.ebsb.com and it is safe to enter your personal information.

Select and answer confirmation questions These questions may be used during your sign-on process to ensure that financial information can only be accessed by authorized individuals.

Register your personal computer (optional) With your permission, we can automatically register your computer as a location that is authorized to access your account information. If you sign in from a computer that has not been registered, we will use the confirmation questions you chose to verify that you are authorized to access your account.

If you believe that your Username and Password have been compromised or that an unauthorized transaction has been made from your account, please telephone us immediately at (800) 657-3272. If you are unable to reach us by telephone, you may email us at ebsbonline@ebsb.com or write to us as alternative means of contact at:

East Boston Savings Bank
Deposit Operations
P.O. Box 111
East Boston, MA 02128

Customer Service Information

For questions concerning your account or account statement, contact our Deposit Operations toll free at (800) 657-3272, Monday through Friday, 8:00 a.m. - 4:30 p.m. Eastern Time or email us at ebsbonline@ebsb.com.

The Customer Support Helpline is available 24 hours, 7 days a week. For questions concerning bill payment processing and technical support, contact Customer Support at (800) 524-7912.

Services Enrollment

You authorize us to use Metavante Corporation to provide the Services to you on our behalf. Your application will constitute your authorization for us to make recurring and nonrecurring payments and/or transfers via the Services on your behalf.

You may designate only one EBSB checking account for the EBSB Online Bill Payment service. (Note: Economy Checking accounts are not eligible for EBSB Online.) You may not designate a savings or money market account for bill payment through EBSB Online. The account you select to process bill payment transactions is your "Designated Checking Account". You may make payments to any merchant that agrees to accept payments through the Services. You may also decide to have transfers made between one or more of your EBSB accounts via the Services.

Banking Features

You may use EBSB Online Services to: 1) transfer funds between checking, money market and statement savings accounts, and make loan payments from these accounts; 2) obtain account balances and transaction activity for your accounts; and, 3) send email messages to and receive email messages from us. These characteristics of Internet banking are limited to the extent, and subject to the terms noted below:

- a. Transfer Funds - Transfers sent after 9:00 p.m. Eastern Time will be posted the next business day. We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security purposes. You may transfer funds using a money market account, however, your ability to transfer funds is limited by applicable Federal and State law, as stated in your Account Disclosures.
- b. Account Information - You may view balances on Checking, Savings, Money Market, CDs and Loan Accounts, and transaction activity on Checking, Savings and Money Market Accounts. The account information that you access will generally be current.
- c. E-Mail - Do not rely on electronic mail if you need to communicate with us immediately. Telephoning the Bank is the best way to reach us immediately. We will not take action on your e-mail requests until we actually receive the message and have a reasonable time to act.
- d. Stop Payment of Checks - You may stop payment on a check(s) that you have written from your checking account which has not already been paid or certified. We will not take action on your stop payment request until we actually receive the completed request. Typically, an electronic request for a stop payment on a check is received by us on the next business day we are open. We will confirm your stop order by e-mail.

Unless you notify us within 14 days of your request that the information on the stop order confirmation is incorrect, we will assume your approval and will continue to honor your request for 6 months from the date of your request. At which time you may renew by additional notice to us to act.

Bill Payment Features

- a. You may use EBSB Online Services to make payments from your Designated Account as you selected during the enrollment process. In addition, you may select alternate checking accounts from which to pay your bills. We reserve the right to limit the frequency and dollar amount of your payment orders from your account for security purposes.
- b. You must use a computer to pay bills using EBSB Online Services. Your payment will be made either by transferring funds electronically to merchants or by sending a paper check to the merchant. You should allow at least seven (7) business days, not including any grace period, for the merchant to receive your payment.

- c. Recurring Payments - You may pay recurring bills by using EBSB Online to authorize automatic recurring payments. These payments must be for the same amount each month, and they will be paid on the same calendar day of each month, except for weekends and holidays, when payments will occur on the following business day.
- d. Insufficient Funds - When transmitting a payment order, you authorize us to reduce the funds in your Designated Account. If there are insufficient funds in the account to make payments, we may either refuse to pay the item or make the payment thereby overdrawing your account. In either occurrence, you are responsible for any non-sufficient funds (NSF) or overdraft charges imposed, as stated in our schedule of fees. Also, your Designated Account can be blocked due to overdrafts. If this occurs, no additional bill payments will be processed until the account is properly funded and all payments or transfers are cleared. To unblock your bill payment account, you will be charged a re-activation fee, as stated in our schedule of fees.

If a payment has been made to one of your designated merchants for which funds were not available in your Designated Account, and we are unable to recover the amount of the payment by debit to the merchant or by charging your Designated Account, you agree to repay the funds owed immediately upon demand.

- e. Scheduling Payments - You should schedule your bill payment dates by 9:00 p.m. Eastern Time at least seven (7) business days in advance of the date the payment is actually due, not including any grace period. It is your responsibility to authorize your payments in such a manner that they may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions at least seven (7) business days in advance.

The date the merchant credits the payment depends on the merchant's actual payment processing procedures, and EBSB will not be responsible for any delay in crediting the payment which is the result of the merchant's payment processing procedures. Subject to the terms and conditions hereof, you authorize us and any third party acting on our behalf to select the most effective method to process your payment, including without limitation, electronic, paper or other acceptable means.

- f. Canceling Payments - Except for those payments and transfers which are completed immediately (for example, transfers between your EBSB accounts), you may cancel or modify via the Services a "Current Payment" (that is, a single payment you schedule to initiate the next time you transmit payments) up to 9:00 p.m. Eastern Time on the date to initiate. A "Future Payment" (that is, a one time payment you schedule to occur within the next 364 days) or a "Recurring Payment" (that is, a payment you schedule to occur weekly, monthly, quarterly, semi-annually or annually) must be cancelled by 9:00 p.m. at least one (1) business day prior to the date to initiate. If your request is not received before the initiated payment date, you will be responsible for the payment.

A cancellation of a recurring payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.

- g. Stopping Payments - If you wish to stop a payment previously authorized and it is too late to cancel the payment as described above, you should contact Customer Support at (800) 524-7912.

Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases of services unless you are satisfied that you will not need to stop payment.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

- h. Confirmation of Payments - Each time you properly execute and send a payment, the "Pending Payments List" screen will appear with the details of the payment as confirmation. The same process applies for recurring payments initiated by a single instruction. If you have deleted the payment successfully, the "Pending Payments List" will no longer show the payment. If the Service does not show the payment on the "Pending Payments List," you have not successfully initiated a payment, and we will not process your payment instructions. You may print a copy of the Pending Payments List for your records.
- i. Documentation as Evidence of Transfer - Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.
- j. If you follow the procedures as described for payments or transfers but are assessed a penalty or late fee by a merchant because your payment is late, we will reimburse you for your losses, including late charges, to the extent required by applicable law. However, if the payment does not show on the Pending Payments List or if you have been notified of our refusal or inability to make a payment or transfer, we shall not be liable for any failure to make a payment or transfer, including any finance charges or late charges incurred by you as a result.

In the event that you do not adhere to your obligations under these terms and conditions, or you initiate a payment less than the number of days before the payment due date required for a particular merchant, you will bear full responsibility for all penalties, late charges and damages caused by your scheduling, and we will not be liable for any such charges.

User Terms

Internet Banking: The following terms and conditions apply for the customer's use of the Internet for banking transactions. We reserve the right to modify these terms and conditions at any time, effective upon publication. The use of EBSB Online Services constitutes agreement to these terms and conditions and any modifications thereof.

1. You, the user, agree that the following uses of EBSB Online are prohibited. You further agree to indemnify and hold harmless the Bank from and against any and all claims, actions, suits, judgments and expenses, including court costs and reasonable attorney fees, at users expense, arising from users failure to abide by these restrictions on using EBSB Online Services:
 - Unauthorized transmission of any charge or credit card information belonging to any other person or entity;
 - Unauthorized transmission of information concerning any password or other online access codes or identifying information belonging to any other person or entity;
 - Use of the banking services to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to the user permitting such activity. Copying or distributing or transmitting copyrighted materials other than with permission as specified above is expressly prohibited;
 - Communicating any obscene or defamatory information connected with email; or
 - Use of EBSB Online Services in violation of any telecommunication, postal or other local laws or regulations of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.
2. EBSB and its suppliers make no warranties or representation of any kind with respect to EBSB Online Services whether express or implied, including but not limited to merchant ability or fitness for particular purpose. Neither EBSB, its suppliers nor anyone else who has been involved in the creation, production or delivery of the Internet services assume any responsibilities with respect to user's use thereof. No oral or written information or advice given by EBSB, its suppliers or any of their employees shall create a warranty or in any way increase the scope of this warranty and the user may not rely on any such

information or advice. The foregoing constitutes EBSB's sole and exclusive liability to the user with respect to user's use of the Internet banking services.

Bill Payment: The following terms and conditions apply for the customer's use of bill payment services via the Internet. We reserve the right to modify these terms and conditions at any time, effective upon publication. The use of EBSB Online Bill Payment Services constitutes agreement to these terms and conditions and any modifications thereof.

1. You agree to accurately follow product use instructions as provided in the online tutorial for Internet users.
2. You agree to schedule bill payments at least seven (7) business days before the due date, not including any grace periods.
3. You agree to provide correct payee name, address, account information and payment amount.
4. You agree to maintain sufficient funds in the Designated Account on the initiated payment date.
5. You agree to notify the Bank or its authorized agent no later than 60 days after receiving the first bank statement on which you believe a problem or error occurred.
6. The bill payment services may not be used to transmit child support, alimony or other court-directed payments, nor to pay taxes or make other payments to government agencies. You may only make payments to payees with United States addresses. We reserve the right to refuse to pay certain payees.

Customer Liability

1. You are responsible for all upgrades to maintain system requirements and maintenance of your computer equipment.
2. You are responsible for all transfers and bill payments you authorize using EBSB Online. If you permit others to use your password to perform transactions, you are responsible for any transactions they authorize from your accounts.
3. You are responsible for notifying us immediately if you believe any of your accounts have been accessed or your password has been used without your consent. Your contacting us right away will help reduce possible losses.

Error Resolution

In case of errors or questions about you electronic fund transfers, call us at (978) 977-3272 or write to us at East Boston Savings Bank, Deposit Operations, 67 Prospect Street, Peabody, MA 01960 or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or transfer is wrong or if you need more information about a transaction listed on the statement. You must contact the bank no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information: your name and account number; a description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information; the dollar amount of the suspected error.

We will determine whether an error occurred within ten (10) calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) calendar days for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) calendar days, we may not credit your account. Visa's cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa Debit Card use within five (5) business days of notification of loss.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Bank's Liability Limitations

Under no circumstances will we be liable if we or our authorized third parties are unable to complete any payment or transfer initiated in the correct amount or in a timely manner via the Services because of the existence of any one or more of the following circumstances:

- 1) Your payment does not appear on the Pending Payments List at the time you initiate a bill payment or modification of a bill payment.
- 2) If, through no fault of ours, your Designated Account does not contain sufficient available funds to complete the payment or transfer or if you have an overdraft credit line on your Designated Account and the payment or transfer would go over the credit limit.
- 3) The funds in your Designated Account are subject to legal process or other encumbrance restricting such payment or transfer.
- 4) Your subscription to the Service has been terminated for any reason.
- 5) The Services, your equipment, the software, or any communications link is not functioning properly and you know or have been advised by us about the malfunction before you attempted to execute a transaction or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
- 6) You have not provided us with correct information for those merchants to which you request to send payments or accounts to which you request to make a transfer.
- 7) The merchant mishandles or delays crediting of any payments sent by us on your behalf.
- 8) Circumstances beyond our control (such as, but not limited to, telecommunications outage, fire, flood or interference from outside sources) prevent the proper execution of the transaction and we have exercised reasonable precautions to avoid these circumstances.

EBSB is not responsible for any malfunction, loss, and damage, or injury caused by your computer equipment or software. We are also not responsible for any computer virus or related problems that may be associated with the use of any software or computer.

New Services

We may from time to time introduce new services or enhance existing services. We shall notify you of the existence of these new or enhanced services. By using these new services when they become available, you agree to be bound by the terms and conditions relating to these services. Notification will be sent to you, if required by applicable law, prior to their release. Notification may be provided by electronic means.

Periodic Statements

You will receive a monthly statement for your accounts. In addition to other account activity, your statement will include any transfers or bill payments you authorize using EBSB Online. It is your responsibility to notify us immediately if you detect an error on your monthly statement.

Suspension of Services

In the event of repetitive overdrafts, failed payments or transfers, we reserve the right to suspend your subscription to the Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions that were previously scheduled will be cancelled. In the event your subscription is suspended, we will notify you by mail (at your last known address) and email. All inquiries or correspondence relating to the cancellation of your services, including requests for reinstatement, should be directed to:

East Boston Savings Bank
Deposit Operations
P.O. Box 111
East Boston, MA 02128

Confidentiality of Account Information

As described below, we will disclose information to third parties about you and your accounts:

1. When we have entered into an agreement to have another party (authorized agent) process these services in order for us to provide you with EBSB Online, we will provide this party with information about your accounts, your Internet banking and bill payment transactions in order to carry out your transactions.
2. Where it is necessary for completing transfers and bill payments in order to verify the existence and condition of a payment account for a payee or holder of a check issued through EBSB Online.
3. In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
4. If you give us your written permission, or
5. For any legitimate business need.

Additional Terms and Conditions

In addition to the preceding terms and conditions, you agree to be bound by and comply with EBSB rules and by-laws, applicable state and federal laws and regulations.

- 1) You or we may terminate the EBSB Online agreement at any time upon giving written notice of the termination to the other party. On a joint online banking account, either account holder is authorized to terminate the Services. We are not responsible for notifying any remaining account holders of the online service termination.

If you terminate EBSB Online, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable time to act upon your termination notice. To ensure that no recurring payments are made in the interim, you must cancel any automatic recurring payments; otherwise, we will continue to make such payments until we act on your request.

Once we have taken action on your termination notice, we will make no further transfers or payments from your accounts, including any transfers or payments you have previously authorized.

If we terminate your use of the Services, we reserve the right to make no further transfers or payments from your account, including transactions you have previously authorized.

- 2) If you do not access this service at least every 60 days, we will automatically unenroll you from the service. We may amend these terms and conditions, or the applicable fees and charges, at any time, effective upon publication. We will send notice to you of any amendment at your last known address or transmit notice of the change or amendment via email at least 30 days prior to the effective date of the change, if required by law. However, if the change is made for security purposes, we can implement it without giving you prior notice. Your use of the Services after the following transmittal of the notice of change or amendment constitutes your acceptance of such changes or amendments.

You may obtain a copy of any current agreement(s) or account disclosure by calling us at (800) 657-3272 or writing to us at:

East Boston Savings Bank
P.O. Box 111
East Boston, MA 02128

- 3) In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained hereof. The terms and conditions contained here, as they may be amended from time to time, shall supersede any and all other representations made by our employees.