

MONSON SAVINGS BANK

Agreement and Disclosures

Effective 4-18-16

INTERNET BANKING TERMS AND CONDITIONS AGREEMENT

This Agreement describes your rights and obligations as a user of the Online Banking Service and all other Services made available online by Monson Savings Bank, including without limitation the Online Bill Payment Service and Account to Account Transfers Service ("Service" or "Services"). It also describes the rights and obligations of Monson Savings Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use the Services. If you do not agree to these terms, do not complete your registration for the Services or use the Services.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Monson Savings Bank for the provision of certain Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

In order to receive and retrieve records electronically, you will need a personal computer or other device which is capable of accessing the Internet and an Internet web browser with capabilities to support a minimum 128-bit encryption. We will notify you of any change in the hardware or software requirements needed for access to or retention of electronic records.

You are also acknowledging receipt of the following information and agree to the following:

- You will provide accurate, current and truthful registration information and contact information (including your e-mail address) and that you will keep this contact information up-to-date with Monson Savings Bank. If you change your e-mail address or other contact information, you must provide us with your new address or other contact information. The change will not be effective until we receive it and have had a reasonable opportunity to act upon it. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic records.
- You will check your e-mail regularly in order to insure that you have received any important information about your account or the Services. If your account is a joint account, we will consider our electronic communication to one owner as being given to all account owners.
- We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Services.
- We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Services, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.
- By electing to have your records provided to you in an electronic form, you agree to confirm your ability to receive these records electronically by following any procedures specified by us, from time to time. When we notify you of any system changes, you must reconfirm your consent according to the instructions provided at the time, or withdraw your consent.

- All communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Agreement and any other Communication that is important to you. You may request a paper copy of any electronic disclosure, this Agreement, or other electronic communication by contacting us.
- You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.
- If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you must call us at 413-267-4646 or 800-431-8992 or notify us in writing at:

Monson Savings Bank
 Attention: Customer Service
 146 Main Street
 Monson, MA 01057

Your consent withdrawal will not be effective until we receive it and have had a reasonable opportunity to act upon it.

- You are able to access information that is provided in the same manner as the information and the Services via the Internet.

DEFINITIONS

The following definitions apply in this Agreement.

"Online Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement.

"Online Account" is a Monson Savings Bank account from which you will be conducting transactions using a Service.

"Business Day" refers to Monday through Friday, excluding holidays as determined by Monson Savings Bank. All Online transaction requests received after regular banking hours or on a non-Business day, will be processed immediately, but may not appear in the online history until the following Business Day. Monson Savings Bank's Regular Banking Hours are Monday through Friday from 9:00 a.m. – 4:00 p.m.

"Password" is a series of numbers, special characters and/or letters that you select after the initial sign-on that establishes your connection to the Service(s). Monson Savings Bank will provide you with a code for use during the initial sign-on process.

"Time of day" references are to Eastern Standard Time.

"Monson Savings Bank", "we," "us" or "our" refer to Monson Savings Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

ACCESS TO SERVICES

Monson Savings Bank will provide online instructions describing how to use the Online Banking Service, Online Bill Payment Service, or Account to Account Transfer Service. To gain access to these Services you will need your Access ID and your Password.

HOURS OF OPERATION

The Service(s) are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are scheduled between 12:00 am Wednesday to 6:00 am EST Thursday, and 12:00 am Sunday to 6:00 am EST Monday. When this occurs the service(s) will not be available.

USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is of paramount importance to Monson Savings Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Monson Savings Bank Access ID, up to the limits allowed by applicable law. While Monson Savings Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their Access IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No representative from Monson Savings Bank will ever call or e-mail and ask for your Access ID or User Password; however, if you contact Monson Savings Bank you may be asked for your Access ID and other personal information to verify your identity.

IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password has been lost or stolen, call Monson Savings Bank immediately at 413-267-4646 or 800-431-8992. Telephoning is the best way of minimizing your losses. **DO NOT USE EMAIL TO NOTIFY US.** You may also restore the security of your Service by immediately changing your Password.

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds among your linked checking, savings, loans and line of credit accounts.
- Complete a stop payment request Online. Stop payment requests placed after regular banking hours may not be processed until the next business day. Your Online request to place a stop payment will be your electronic signature authorization to complete the stop payment order.
- Pay bills to third party vendors Online from your checking account. (Refer to Terms and Conditions from Online Bill Pay).

New services may be introduced for Online Banking from time to time. Monson Savings Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

TRANSACTION RESTRICTIONS

Because Federal regulations require Monson Savings Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

- Statement Savings Account: You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or Online Banking.
- Passbook Savings Account: You may complete balance inquiries, however, you may not transfer funds to or from a passbook savings account.

STATEMENTS

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC BANKING TRANSACTIONS

Contact us as soon as you can at:

Monson Savings Bank
413-267-4646 or 800-431-8992
Attention: Customer Service
146 Main Street
Monson, MA 01057

Notification should be made as soon as possible and in accordance with the Electronic Fund Transfer Disclosure which has been provided to you and which you may request by contacting us.

LIMIT OF MONSON SAVINGS BANK'S RESPONSIBILITY

Monson Savings Bank agrees to make reasonable efforts to ensure full performance of Online Banking Services. Monson Savings Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Monson Savings Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Monson Savings Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Monson Savings Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Monson Savings Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking Services. Monson Savings Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Monson Savings Bank's liability shall be as expressly set forth herein. Under no circumstances will Monson Savings Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

MONSON SAVINGS BANK'S RESPONSIBILITY Monson Savings Bank will be responsible for your losses, as allowed by law, if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will **NOT** be responsible for your losses if:

- Through no fault of Monson Savings Bank, you do not have enough money in your account to make the transfer.
- Through no fault of Monson Savings Bank, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify Monson Savings Bank immediately.
- You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
- For the failure of any payee to correctly account for or credit the payment in a timely manner.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.

For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance).

- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

ELECTRONIC MAIL (EMAIL)

If you send Monson Savings Bank an electronic mail message through the Service, Monson Savings Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with Monson Savings Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that the Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by the Bank shall be considered received within three (3) days of the date sent by the Bank, regardless of whether or not you sign on to the Service within that time frame.

ALERTS/MESSAGES

Internet banking alerts allow you to set up automated alert events based on your own criteria. Alerts may be sent via email or in an online message box within Online Banking, or both. Email alerts will be sent to the email address you provide in creating the alert.

- The bank may add or remove types of alerts from time to time.
- If you change your email address you are responsible for changing this in the alerts you have already set up.
- You agree that alerts may be delayed or prevented for a variety of reasons.
- We do not guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.
- You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert.
- The bank will never include your password or full account number in an email alert, however you understand that alerts may include your name and some information about your accounts.

OTHER AGREEMENTS

In addition to this Agreement, you and Monson Savings Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service or the Online Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Monson Savings Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your Bill Pay Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Electronic Fund Transfer Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

MODIFICATIONS TO THIS AGREEMENT

Monson Savings Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY

A copy of Monson Savings Bank 's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling Monson Savings Bank at 413-267-4646 or 800-431-8992, or writing a letter and sending it to:

Monson Savings Bank
Attention: Customer Service
146 Main Street
Monson, MA 01057

You can also access our Policy online by clicking on the Privacy Notice link on the Monson Savings Bank Website (<http://www.monsonsavings.com>). By registering for the Services as a new member, or registering for a new Service, or continuing to use the Services following your registration, you authorize the collection, use, and disclosure of personal information by Monson Savings Bank as provided under the then-current Monson Savings Bank Consumer Privacy Statement.

INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Online Bill Payment Service and Account to Account Transfer Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Online Bill Payment Service, you must notify Monson Savings Bank in writing. Your notification should include your name, address and the effective date to stop the service(s). When Online Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. These written requests should be mailed to:

Monson Savings Bank
Attention: Customer Service
146 Main Street
Monson, MA 01057

GOVERNING LAW

This Agreement is governed by the laws of the State of Massachusetts and applicable federal law(s).

SEVERABILITY

In the event any one or more of the provisions of this Agreement are, for any reason, held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

FEE SCHEDULE

Monson Savings Bank offers the benefits and convenience of the Online Banking & Bill Pay services to you at no monthly charge. Account research, insufficient funds, and stop payment charges will be assessed at the rates published in Monson Savings Bank's Schedule of Fees brochure and will be deducted from your Bill Pay Account or another account you hold at Monson Savings Bank.

These fees are subject to change. Monson Savings Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

Terms of Use for TransferNow Account to Account ("A2A") Transfer Service

- **Introduction.** This Terms of Service document (hereinafter "Agreement") is a contract between you and Monson Savings Bank (hereinafter "we" or "us") in connection with the TransferNow Account to Account Transfer Service (the "Service") offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.
- **Service Providers.** We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of this Agreement.
- **Amendments.** We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements. We also reserve the right to terminate the Service in its entirety.
- **Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).
- **Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
- **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which

shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

- **Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number) and/or email address, you consent to receiving calls from us at that number and/or e-mails from us for our everyday business purposes (including identify verification). You further consent to receiving text messages from us at that number, and/or e-mails from us for marketing purposes in connection with the Service and consistent with our Privacy Policy. Please review our Privacy Policy for more information.
- **Receipts and Transaction History.** You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
- **Eligibility.** The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using a Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
- **Acceptable Use.** You may use the Service to transfer funds as described in the section entitled "Transfer Authorization and Processing" below. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use. In addition, you are prohibited from using the Service for activities that: (a) violate any law, statute, ordinance or regulation; (b) payments related to illegal gambling, illegal gaming and/or any other illegal activity with an entry fee or a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill and sweepstakes (c) violate any property or proprietary right of any third party, including any copyright, trademark, or right of publicity or privacy under the laws of any jurisdiction; (d) impose an unreasonable or disproportionately large load on our infrastructure; (e) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (f) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (g) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (h) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in the Section entitled "Errors, Questions, and Complaints" below of any violations of this section or this Agreement generally. In no event shall we or our Service Providers be liable for any claims or damages resulting from or related to your violation of the acceptable uses of the Service or this Agreement. We and our Service Providers reserve the right to monitor and remove any comments you post or submit through the Service.
- **Transfer Authorization and Processing.** (a) The Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are the sole owner (and not a joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. (b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in the Section entitled "Service Fees and Additional Charges." You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds. (c) We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;

- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - The transfer is refused as described in the Section entitled “Transfer Cancellation Requests and Refused Transfers”;
 - You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
 - Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances. (d) It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- **Transfer Methods and Amounts.** There are limits on the amount of money you can transfer through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that your Transaction Account is closed or otherwise unavailable to us.
 - **Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.
 - **Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact Monson Savings for the Service pursuant to Section entitled “Bank Contact Information.” Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
 - **Service Fees and Additional Charges.** Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. Any financial 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.
 - **Failed Or Returned Transfers.** In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (c) You may be assessed a fee by our Service Provider and by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit; (d) You will reimburse us and our Service Provider for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (e) We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.
 - **Address or Banking Changes.** It is your sole responsibility and you agree 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 can be made either within the application or by contacting Monson Savings for the Service. Any changes in your Transaction Account or Recipient Account should also be made in accordance with the procedures outlined within the Service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, Recipient Account, or contact information.

- **Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.
- **Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.
- **Information Authorization.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau.
- **Service Cancellation by You.** In the event you wish to cancel the Service, contact us at:

Monson Savings Bank
413-267-4646 or 800-431-8992
Attention: Customer Service
146 Main Street
Monson, MA 01057

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

- **Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach.** If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.
- **Disputes.** In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You and we agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to Monson Savings personnel), the terms of this Agreement will prevail.
- **Errors, Questions, and Complaints.** (a) Except as otherwise stated in this Agreement, notice to us concerning the Site or the Service must be sent by postal mail to: Monson Savings Bank, 146 Main Street, Monson, MA 01057.
- **Errors or Questions About Your Transfer Transactions:** In case of errors or questions about your transfers or concerning the Service, you should contact us as soon as possible and in accordance with the Section of this Agreement entitled, "In Case of Errors or Questions about Your Electronic Banking Transactions" and in accordance with the Electronic Fund Transfer Disclosure which has been provided to you and which you may request by contacting us.

- **Waiver of Class Action Claims.** Both parties agree to waive any right to assert any dispute or claim against the other party or any intended third party beneficiary arising under or relating to this Agreement as a class action.
- **Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration.
- **Law and Forum for Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. You agree that any claim or dispute you may have against us (other than those which are arbitrated under the Section entitled “Arbitration”) must be resolved by a court located in Hampden County, Massachusetts. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims or disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.
- **Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the officers, directors, agents, employees, representatives, and contractors of each of these from any loss, damage, claim or demand (including attorneys’ fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.
- **Release.** You release us and our Affiliates and Service Providers and their Affiliates and the officers, directors, agents, employees, representatives, and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service.
- **No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part 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.
- **Intellectual Property.** The content, information and offers related to the Service are copyrighted by Financial Institution and/or Service Provider and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution’s sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

- **Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.
- **Exclusions of warranties.** The site and service and related documentation are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. In particular, we do not guarantee continuous, uninterrupted or secure access to any part of our service, and operation of our site may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights and you may also have other legal rights that vary from state to state.
- **Limitation of Liability.** You acknowledge and agree that from time to time, the service or site may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control, including but not limited to any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons. In no event shall we or our affiliates or service providers or the officers, directors, agents, employees, representatives, and contractors of each of these, be liable for any claim arising from or related to the service caused by or arising out of any such delay, interruption, disruption or similar failure. In no event shall we or our affiliates or service providers or the officers, directors, agents, employees, representatives, and contractors of each of these, be liable for any indirect, special, incidental, consequential, or exemplary damages, including loss of goodwill or lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the service or the portion of the site through which the service is offered, even if such damages were reasonably foreseeable and notice was given regarding them. In no event shall we or our affiliates or service providers or the officers, directors, agents, employees, representatives, and contractors of each of these be liable for any claim arising from or related to the service or the portion of the site through which the service is offered that you do not state in writing in a complaint filed in a court or arbitration proceeding as described in the section entitled "Arbitration within two (2) years of the date that the event giving rise to the claim occurred. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. The aggregate liability of us and our affiliates and service providers and the officers, directors, agents, employees, representatives, and contractors of each of these, to you and any third party for any and all claims or obligations relating to the service and the portion of the site through which the service is offered and this agreement shall be limited to direct out of pocket damages up to a maximum of \$500 (five hundred dollars). Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you. The foregoing shall constitute your exclusive remedies and the entire liability of us and our affiliates and service providers and the officers, directors, agents, employees, representatives, and contractors of each of these, for the service and the portion of the site through which the service is offered.
- **Complete Agreement, Severability, Captions, and Survival.** This Agreement sets forth the entire understanding between us and you with respect to the Services and the portion of the Site through which the Services are offered. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. 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. Sections 6, 7, 23, 25-31, and 34-36, as well as any other terms which by their nature should survive, will survive the termination of this Agreement.

- **Bank Contact Information.** In the event you need to contact Monson Savings Bank, please call us at 413-267-4646 or 1-800-431-8992 or write to us at: Monson Savings Bank, 146 Main Street, Monson, MA 01057.

- **Definitions**
 - "Account" means a checking, money market or savings account.
 - "Affiliates" mean companies related by common ownership or control.
 - "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
 - "Recipient Account" is the account to which your funds will be credited.
 - "Sender" means the Transaction Account holder initiating a transfer through the Service.
 - "Service Provider" means companies that we have engaged to render some or all of the Service to you on our behalf.
 - "Transaction Account" is the Account from which your funds will be debited, your A2A Service fees will be automatically debited, or to which funds will be returned.
 - "Transfer Instruction" is the information provided by you to the Service for a transfer of funds to a Recipient Account.