

Washington Savings Bank (Personal) Online Banking Agreement
Please Read The Following Agreement And Disclosure

I hereby apply for the authorization to access my account(s) via the Bank's 24 Hour Banking System and Internet Banking System. You agree to these terms by enrolling and accessing online internet banking.

I/we understand and acknowledge that using the systems will allow me/us to access account(s) and will include the ability to transfer funds between qualified accounts; and

this agreement will apply to any and all accounts open at the date of this agreement and any established thereafter; and I/we agree to be bound by the terms and conditions described in the Online Banking and Bill Payment Disclosure described below, in addition to the initial Terms and Conditions supplied to me at the time of the original account opening.

Your Rights and Responsibilities

Washington Savings Bank (the "bank", "WSB") is pleased to offer its customers ("you") Washington Savings Bank Online Banking. This agreement and disclosure statement contains the rules and regulations covering "Electronic Fund Transfers" or "EFTs" made to consumer accounts using Washington Savings Bank Online Banking. When you authorize the bank to accept EFTs made to your account using Washington Savings Bank Online Banking, you agree to comply with the terms and conditions of this agreement and disclosure statement. Please read this agreement and disclosure statement carefully because it tells you about your rights and responsibilities for EFT transactions processed using Washington Savings Bank Online Banking. You should keep this agreement and disclosure statement for future reference.

Online Banking and Bill payment through a third party provider (such as Quicken) is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing, and system availability.

Security Procedures

The Online Banking system employs sophisticated encryption to ensure the secure transmission of data. The system also utilizes multi-factor authentication and layered security accomplished with Firewall restrictions and IP monitoring and device restrictions, User ID and password entry, login scoring with challenge questions, real-time transaction scoring with dynamic knowledge based authentication (KBA) challenges and blocking if necessary, alerts for payee add, password change and email change as well as anti-phishing reverse authentication. By using online banking, you agree with us that the online banking security procedures are reasonable and sufficient to insure that all transaction requests such as bill payment and transfer instructions or other communication we receive from you have in fact been made by you. You must consider the size, type and frequency of transactions or other communications that you anticipate making when determining whether you consider the Bank's online banking procedures to be sufficient. In short, by using online banking, you have determined the online banking system is secure for your purposes.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedures to detect such errors, regardless of the manner in which we apply such security procedures.

Virus Protection

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your personal computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files and hardware including a program that may log your user ID and password. WSB is not liable and you agree to hold harmless WSB for any unauthorized activity on your account as a result of the corruption or "hack" of your personal user ID and password that falls outside of the established consumer liability as determined in Regulation E.

Electronic Banking Transactions

After you have registered for Washington Savings Bank Online Banking, you may access your statement account(s) using your User ID and your password when you visit our Web site and click on Washington Savings Bank Online Banking to:

- *pay bills from any type of checking account(s) (separate bill payment agreement required).*
- *transfer funds between your statement accounts at Washington Savings Bank*
- *inquire on your statement account balance and up to 18 months of account activity (separate statement agreement required).*
- *send or receive e-mail to or from Washington Savings Bank customer service department*
- *view and print copies of checks clearing your WSB checking account*
- *Using the Account-to-Account transfer feature, you may transfer money between your WSB deposit accounts and other bank deposit accounts. You may self enroll in this feature, which requires verification of the other bank ownership by trial deposits into that account. You warrant and agree that you have legal access to these other accounts and indemnify WSB for all damages that may result from authorized access of such accounts by yourself or third parties as a result of the use of the A2A feature. Please see the separate Account to Account Transfer section of this agreement.*
- *Using the Zelle® service, transfer funds between yourself and another individual via ACH transfer. (separate bill payment agreement required).*
- *Use mobile banking through an APP, Text, or WAP connection (separate mobile banking agreement required.)*

Cookies

A cookie is a text file placed on your computer by Washington Savings Bank (WSB), which is used to provide extra security.

You will need cookies enabled to use Internet Banking

To use our Internet Banking service you will need to allow WSB to place a temporary cookie on your computer. This change has been made to further enhance the security of the Internet Banking service. A more permanent "persistent" authentication cookie may be placed to identify you more accurately.

Cookies are small text files placed on your computer by a website. Some WSB websites or website pages, like many other commercial websites, use a technology called "cookies" to provide you with tailored information from the website. A cookie is a small text file that a website can send to your browser, which may then be stored on your computer. A cookie does not retrieve any data from your hard drive, carry computer viruses or capture your email address. There are two types of cookies: persistent cookies and temporary or session cookies.

WSB websites use session cookies to assist us in securing your activities and to enhance the performance of our website. Session cookies are used for authentication purposes. Once you login to a website, your browser receives a session cookie which has a time stamp on it. As you move around a website, your browser submits the session cookie whenever the browser requires a private Web page. This is how the site knows that the person who logged in is the same person requesting the private pages. Once you leave the site, the session cookie we place on your computer expires and is deleted from your computer.

We also use cookies for some administrative purposes, such as examining overall traffic flow to ensure the site is easy to use. When we do this, we examine group activity and do not watch any individual's browsing pattern. When the time value of the session cookie expires, you'll be prompted to log in again. When you close your browser, the session cookie is deleted even if the time stamp is still valid.

Persistent cookies help a site remember you as a previous visitor and can enhance your use of a website by saving your Passwords and preferences while you are on the site. For example, our system will not require a one-time passcode (OTP) every time you access your account, if a persistent cookie is stored by your browser to remember your preference.

Minimum Account Balance We do not require you to maintain a minimum balance in any account in order to use Washington Savings Bank Online Banking to accomplish an electronic funds transfer.

Illegal Use You agree not to use Washington Savings Bank Online Banking for illegal purposes. For example, display of a payment card logo by an online merchant does not necessarily mean that transactions are lawful.

Canceling Payments You can use Washington Savings Bank Online Banking to cancel a payment provided you cancel no later than midnight (Eastern Standard Time) of the day before the payment is scheduled to be made.

Contacting Washington Savings Bank To report an unauthorized EFT, make an inquiry, notify us of a complaint, or to seek resolution of a problem, you can call us at 1-978-458-7999 and ask to speak with a Customer Service Representative, email us at info@washingtonsavingsbank.com, or you can write us at 30 Middlesex Street, Lowell, MA 01852.

Business Days For purposes of these disclosures, our business days are Monday through Friday, excluding holidays. Our business hours are 9:00am to 4:00pm Monday through Wednesday, 9:00am to 6:00pm Thursday and Friday.

Inactivity If you do not use Washington Savings Bank Online Banking for an extended period, we reserve the right to terminate your access to this service and request that you re-register online to reactivate your account.

Fees and Charges

1. *Washington Savings Bank Online Banking Account Access - No Charge*
2. *Washington Savings Bank Bill Payment general delivery- No Charge*
3. *Washington Savings Bank Bill Payment express delivery can incur a charge and will be displayed on the screen. Also please see our schedule of fees.*
4. *External transfers out of the bank or A2A transfers out can incur a charge, please see our schedule of fees.*
5. *Zelle- no charge, but express delivery, if available, may incur a charge and will be displayed on the screen.*

The bank may change this agreement at anytime and will keep a current agreement on the bank website of washingtonsavings.com on the online banking webpage and the Terms and Conditions link of the online banking service. USING THE SERVICE IMPLIES AGREEMENT WITH THE CURRENT TERMS AND CONDITIONS POSTED.

Although the service is no charge, additional requests made through Online Banking may have a charge. For instance, a stop check payment will incur the normal stop payment fee as defined in our fee schedule. In addition, there may be A2A transfer charge, please refer to the current Fee Schedule.

Washington Savings Bank Alerts Terms and Conditions

Alerts. Your enrollment in Washington Savings Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Washington Savings Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within Washington Savings Bank Online Banking and Manage Alerts menu within Washington Savings Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Washington Savings Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Washington Savings Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 48179 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Washington Savings Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 48179. In case of questions please contact customer service at 978-458-7999. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Washington Savings Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Washington Savings Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Washington Savings Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Electronic Funds Transfers

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Funds Transfers Initiated By Third Parties

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic funds transfers. Examples of these transfers include, but are not limited to:

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s)

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s)

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

1. *Pay for purchase.*
2. *Pay bills.*

Electronic returned check charge. Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

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Please also see the **Limitations on Frequency of Transfers** section regarding limitations that apply to savings accounts.

Your Option to Limit Cash Withdrawals ' In addition to dollar amount limitations for withdrawals using your ATM Card or MasterMoneytm Debit Card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM Card or MasterMoneytm Debit Card and/or code to \$50.00 per day or some other amount acceptable to us.

ATM Transfers ' types of transfers, dollar limitations, and charges - You may access your account(s) by ATM using your ATM card and personal identification number or MasterMoneytm Debit Card and personal identification number to:

Make deposits to checking account(s) or statement savings, account(s) with an ATM Card or MasterMoneytm Debit Card at any Washington Savings Bank ATM.

Make cash withdrawals from checking account(s) or statement savings, see your EFT account disclosure for daily limits related to your account type

Make inquiries regarding the balance on your checking account(s) or statement savings, with an ATM or MasterMoneytm Debit Card

There is a Card Activity Charge per transaction for withdrawals and inquiries made at an ATM other than Washington Savings Bank using an ATM Card or MasterMoneytm Debit Card for some account types. This fee may be waived or refunded depending on the account type you have with WSB. Please see your Truth in Savings disclosure from opening your checking account and any accompanying fees on the related fee schedule.

Some of these services may not be available at all terminals

Please also see the **Limitations on Frequency of Transfers** section regarding limitations that apply to savings accounts.

Types of ATM Card Point-of-Sale Transactions ' You may access your checking or statement savings, Presidential Savings or Maxi-rate account(s) to purchase goods (in person) or pay for services (in person) from participating merchants who have agreed to accept our access device.

Point of Sale Dollar Limitations and charges - Using your card:

- *See your account type disclosure for daily card limits*
- *If your available funds are less than your daily withdrawals or purchase limits, you can only withdraw or make purchases up to the lesser amount*
- *Some of these services may not be available at all terminals*

Types of MasterMoneytm Debit Card Point-of-Sale Transactions ' You may access your checking account(s) to purchase goods (in person, by phone or via the Internet), pay for services (in person, by phone or via the Internet) get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that can be done with a credit card (that a participating merchant will accept with a credit card).

Point of Sale Dollar Limitations ' Using your card:

- *See your account type disclosure for daily card limits*
- *If your available funds are less than your daily withdrawal or purchase limits, you can only withdraw or make purchases up to the lesser amount*
- *Please also see the **Limitations on Frequency of Transfers** section regarding limitations that apply to savings accounts.*

Advisory Against Illegal Use - You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Limitations on Frequency of Transfers. ' In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Transfers from a Statement Savings Account to another account or to third parties by preauthorized automatic, transfer or via the Internet are limited to six per month.

Termination ' You may terminate the electronic fund transfer agreement by written notice to us. We may terminate the electronic fund transfer agreement by written notice to you.

Fees

We do not charge for direct deposits to any type of account. Please refer to a separate **Schedules of Fees** for additional information

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Please refer to the Bank's separate **Schedule of Fees** for other fees that may apply to your accounts

Documentation

Terminal transfers ' You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

Preauthorized credits ' If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (800) 663-8316 to find out whether or not the deposit has been made.

Periodic statements ' You will get a monthly account statement from us for your checking or statement savings account. Passbook accounts do not have monthly statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook. However, once you have accessed your account by another type of electronic fund transfer, you will receive a monthly statement from us.

Preauthorized Payments

Right to stop payment and procedure for doing so ' If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

- *Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call*

Please refer to the Bank's separate **Schedule of Fees** for the amount we will charge you for each stop payment order you give.

Notice of varying amounts ' If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

Liability for failure to stop payment of preauthorized transfer ' If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Additional Information Required by Massachusetts Law

- (1) Any documentation provided to you, which indicates that an electronic funds transfer was made to another person, shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.*
- (2) The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer*

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

Financial Institution's liability ' If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- 1. if, through no fault of ours, you do not have enough money in your account to make the transfer*
- 2. if you have an overdraft line and the transfer would go over the credit limit*
- 3. if the automated teller machine where you are making the transfer does not have enough cash*
- 4. if the terminal or system was not working properly and you knew about the breakdown when you started the transfer*
- 5. if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken*
- 6. if the funds are subject to legal process or other encumbrance restricting such transfer*
- 7. there may be other exceptions stated in our agreement with you*

Confidentiality ' In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

1. *for certain routine disclosures necessary for the completion of a transfer; or*
2. *for verification of the existence and condition of your account for a credit bureau or merchant; or*
3. *to persons authorized by law in the course of their official duties; or*
4. *to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or*
5. *pursuant to a court order or lawful subpoena; or*
6. *to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or*
7. *as explained in the Bank's separate **Customer Privacy Statement***

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure occurred.

Unauthorized Transfers

(a) Consumer liability

Generally. Tell us AT ONCE if you think your card and/or code has been lost, stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you have told us, you could lose as much as \$500 or have unlimited liability. Also if your activity shows transfers that you did not make, including those made by card, code or other means, tell us at once. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your passbook account, no later than 60 days after the problem or error was FIRST reflected in your passbook or statement.

Additional Limits of Liability for MasterMoneytm Debit Card, when used for point-of-sale transactions. You will not be liable for any unauthorized transactions using your MasterMoneytm Debit Card, when used for point-of-sale transactions if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use with the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your MasterMoneytm debit card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

(b) contact in event of unauthorized transfer. If you think your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without permission.

Protected Consumer Use ' Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

(1) Prohibition of compulsory use. No person may:

- *require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or*
- *require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit or*
- *require you to pay electronically for the purchase of goods or services*

If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

(2) Waiver of rights &'; No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.

(3) Refunds ' If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.

(4) Suspension of obligations ' If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer then the consumer's obligation is suspended until the transfer, can be completed, unless that person, in writing, demands payment by other means.

(5) Prohibited means of identification ' Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.

(6) Criminal liability - Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

Error Resolution Notice

In Case Of Errors or Questions About Your Electronic Transfers, Telephone or Write us at the telephone number or address listed in this brochure as soon as you can, if you think your statement, passbook or receipt is wrong or if you need more information about a transfer listed on the statement, passbook or receipt. We must hear from you no later than 60 after days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your passbook account, no later than 60 days after the problem or error was FIRST reflected in your passbook or statement.

- (1) Tell us your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

Washington Savings Bank Account to Account Transfer Terms of Service

1. Introduction. This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Washington Savings Bank] (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

2. Description of Account to Account Transfer Service. The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds 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.

3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

4. Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. 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.

5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction 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:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 10 (Refused Transfers) below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. 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 Account to Account Transfer 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 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.

6. Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

7. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer 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 Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

8. Stop Transfer Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). 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.

9. Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

10. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

11. Returned Transfers. In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

12. Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: 30 Middlesex Street, Lowell, MA 01852. We may also be reached at 978 458 7999 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

13. 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 Account to Account Transfer 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 Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) 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 as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

14. 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 and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

15. Receipts and Transaction History. You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

16. Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

17. Eligibility. The Account to Account Transfer 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 Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

18. Prohibited Transfers. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

19. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for

communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) 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; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) 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 Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

20. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

21. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

22. Failed or Returned Transfer Instructions. In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

23. 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, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

24. Information Authorization. Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, 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, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

25. Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

26. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.

- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

27. Intellectual Property. All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

28. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer 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 Account to Account Transfer 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.

29. Password and Security. If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account

Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

30. Amendments. We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer 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 Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

31. 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 Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

32. 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.

33. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized 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 Account to Account Transfer 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 Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

34. Disputes. In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

35. 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. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

36. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, 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. Unless our account agreement with

you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. 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.

37. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's 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 Account to Account Transfer Service.

38. Release. You release us and our Affiliates and Service Providers and the employees 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 Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

39. 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.

40. Exclusions of Warranties. THE SITE AND ACCOUNT TO ACCOUNT TRANSFER 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 ACCOUNT TO ACCOUNT TRANSFER 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.

41. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE 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 ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER 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 EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE 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 ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER 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 EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO

NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE 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. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (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.

42. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. 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 in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination 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 its customer care personnel), the terms of the Agreement will prevail.

Small Business Use

The Bank, may at our discretion, allow a small business to access business accounts through this service. Business Accounts and non-individuals do not have the same consumer protections as consumers and will not apply in those cases. Conversely, non-individuals and business accounts may have more responsibilities in use of this service for which you are agreeing to abide that includes, but not limited to, NACHA operating rules for ACH transactions and related Federal and State privacy laws for consumer information.

Governing Law

This Agreement shall be construed and governed exclusively by the laws of the Commonwealth of Massachusetts, without regard to any conflict of laws provisions. In the event of any conflict between the provisions of this Agreement and applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

ACCEPTANCE

By completing your online banking enrollment and clicking "Accept" you agree to comply with the terms and conditions of this Online Agreement in addition to any other related Agreements and Disclosures. This agreement may be changed or modified by WSB at any time – a current online agreement will be maintained on the "Terms and Conditions" link on the WSB website online banking page and in online banking.