Access Agreement

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I. Introduction

This Online Access Agreement ("Access Agreement") applies to the Online Banking ("BankSmart"), Bill Payment, and Mobile Banking services you receive from Bank of Easton and supplements the terms and conditions in the Deposit Account Agreement that governs your deposit accounts. By using the Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the Commonwealth of Massachusetts. The terms "we," "us," "our," and "Bank" refer to Bank of Easton. "You, "Your" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

By enrolling in the Online Banking service you acknowledge and agree that you have received and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and any amendments that are made from time to time. You should retain a copy of this Agreement for your records. If you are unable to print, we will mail you a paper copy of this Agreement at your request. By clicking the "I Agree" button, or by continuing to use the Online Banking service, you agree to the full terms of this Agreement.

Any documentation provided to you which indicates that an electronic fund 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.

The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

Unless other wise 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.

BankSmart and Mobile Banking can be used to access accounts. Each of your accounts at Bank of Easton is also governed by the applicable Deposit Account Agreement.

II. Accessing Your Accounts through BankSmart

A. Requirements

To access your accounts through BankSmart, you must have an account with Bank of Easton and an online password.

A business must be operating under a tax-payer identification number which must be the owner's Social Security Number to have access to these accounts.

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through BankSmart is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of BankSmart. To ensure the security of your account information, we recommend that you use BankSmart E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within BankSmart.

C. Fees

There are no monthly or transaction fees for accessing your account(s) through BankSmart. See Section IV for a description of special fees.

Please note that fees may be assessed by your online service provider.

D. New Services

Bank of Easton may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using BankSmart

With BankSmart, you can manage your personal or small business accounts from your home or office on your personal computer. You can use BankSmart to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Pay bills from your checking account to any merchant, institution or individual in the United States.
- Communicate directly with Bank of Easton through E-mail.

F. Mobile Services

Mobile Banking may be provided in one or more formats, including without limitation, short messaging service, mobile web, Instant Balance, or downloadable application. Not all methods will be available on all Devices. If you use Mobile Banking in the form of short message service messages you are solely responsible for the content of and mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e. the Device's mobile phone number for SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THEIR CONTENT. If you use Mobile Banking in the form of Instant Balance, YOU ACKNOWLEDGE THAT THE INFORMATION PROVIDED IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR MOBILE DEVICE MAY BE ABLE TO VIEW THE CONTENT PROVIDED. Bank of Easton may change the Services at any time, and refuse to process any transaction through the Services. Customer is required to know and understand how to use the Mobile Services, as they may be changed or upgraded. Bank of Easton shall not be liable to you for any losses caused by your failure to properly use either the mobile services or your device. You acknowledge that there may be transactions on your account that are not yet reflected on information displayed through the mobile services, and consequently Bank of Easton does not guarantee that the information conveyed by the mobile services is up to date or accurate. Bank of Easton is not responsible for any delays, failure to deliver, or misdirected delivery of any communication; for any deletions or failure to store any user data; for any personalization settings; for any errors in the content of a communication; or for any actions taken or not taken by Bank of Easton or any third party in reliance on a communication. Bank of Easton may send you by short message service (with an opportunity to opt-out via the Application or Device) only those communications directly relating to the mobile services, including without limitation welcome messages, information, alerts, surveys and other requests for information to the extent permitted by law and to the extent permissible with Bank of Easton's privacy policy. Licensor's policies, the Code of Conduct for Mobile Marketing promulgated by the Mobile Marketing Association, and in compliance with the Gramm-Leach-Bliley Act (P.L. 106-102) and Massachusetts Privacy Act (MGL c. 93H). Bank of Easton will not send you advertisements or promotions by short message service. Bank of Easton may send you by email and or by other methods communications relating to the Services including without limitation advertisements and or promotions of all kinds to the extent consistent with Bank of Easton's privacy policy, Licensor's policies, the code of Conduct for Mobile Marketing promulgated by the Mobile Marketing Association and in compliance with the Graham-Leach-Bliley Act (P.L. 106-102) and Massachusetts Privacy Act (MGL c. 93H).

III. Terms and Conditions

The first time you access your accounts through BankSmart you agree to be bound by all the terms and conditions of this Agreement and Bank of Easton acknowledges your receipt and understanding of this disclosure.

A. Your Online Password

You will be given an Online Password that will give you access to your accounts for access. This password can be changed within BankSmart using the My Profile option under the Account Services tab. We recommend that you change your password regularly. Bank of Easton will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

B. Payment Account

Although there are no fees for accessing your accounts through BankSmart, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify us and identify a new payment account for the selected services. Additionally, if you close all accounts, you must notify Customer Service to cancel the services.

Your online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Customer Service at 508-238-1000.

If you do not access your accounts through for any (3) month period, Bank of Easton reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You agree to be responsible for any telephone charges incurred by accessing your accounts through BankSmart.

If you wish to cancel any of the services offered through BankSmart, please contact Customer Service at 508-238-1000 or send us cancellation instructions in writing to Bank of Easton, 275 Washington Street, North Easton, MA 02356**.**

C. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, OR by Internet browser providers such as Microsoft (Internet Explorer, Edge) Google (Chrome); Firefox browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through BankSmart may result in an overdraft of your account and may, at Bank of Easton's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. Hours of Accessibility

You can access your accounts through BankSmart seven days a week, 24 hours a day. However, at certain times, some or all of BankSmart may not be available due to system maintenance. You will be notified online when this occurs.

A transfer initiated through BankSmart before **4:00 p.m.** on a business day is posted to your account the same day. All transfers completed after **4:00 p.m.** on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

F. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Transfers between accounts with two required signatures are not allowed.

IV. Bill Pay Service

To view the TERMS AND CONDITIONS OF THE BILL PAY SERVICE click HERE.

A. Using the Service

The Bill Pay Service allows you to schedule bill payments through BankSmart. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant, institution, or individual in the

United States through the use of BankSmart. We are unable to process any payment of taxes or court-directed payments through Bill Pay Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through BankSmart. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When Bank of Easton receives a payment instruction, you authorize us to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of Bank of Easton, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, all payments transfers should be scheduled at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and Bank of Easton fails to deliver a payment on the scheduled payment date, Bank of Easton will bear the responsibility for late charges ($50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

Bank of Easton will use its best efforts to process all your payments properly. However, Bank of Easton shall incur no liability if it we are unable to complete any payments initiated by you through payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided us with the correct names or account information for those persons or entities to whomever you wish to direct payment.
4. Circumstances beyond the control of Bank of Easton, such as, but not limited to, fire**,** flood, or interference from an outside force that would prevent the proper execution of the transaction. Bank of Easton has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 10 PM (Eastern Time), on the Payment Date; by using the DELETE function on the "Pending Payment" screen.

Bank of Easton reserves the right to terminate your use of bill payment service in whole or part, at any time without prior notice and reserves the right to refuse to make payments or transfers to certain payees or banks.

If, for any reason, you should ever wish to cancel bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service.. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

B. Bill Pay Fees

There is no monthly fee for bill pay services.

You agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

The following service fees are as follows:

Photocopies	$5.00
Stop Payments (Bill Pay Only)	$25.00
Rush Delivery (Check)	$14.95
Rush Delivery (Electronic)	$9.95
Popmoney Send (3 Day Fee)	$0.50
Popmoney Send (Next Day Fee)	$1.50
Popmoney Receive (3 Day Fee)	$0.50
Postal Return Fee (Check payment returned due to bad/insufficient address)	$5.00

ACH Return Reject Fee (Electronic payment returned because payment instruction was insufficient)	$5.00
Research Requests	$29.00
Password Re-Set	$2.00

If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account linked to (in any order we may choose). If the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting Customer Service once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

V. General Terms

A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least forty-five (45) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within forty-five (45) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

B. Disclosure of Account Information to Others

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

We will disclose information about you to third parties under the following conditions:

a. Where it is necessary for completing transfers and bill payments;
b. To collect any debt that you may owe to us;
c. If you give us written permission
d. For reasons listed in our Electronic Fund Transfer Agreement
e. In the assistance to the Bank of Easton in providing services to operate and the bill payment services

C. Questions or Error Correction on Transactions

In case of questions or errors about funds transfers through involving your account, here is what you should do:

- Contact by electronic mail (BankSmart E-mail)
- Fax at 508-230-3004
- Telephone at 508-238-1000
- Write at 275 Washington Street, North Easton, MA 02356, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new account, a point-of sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will 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 ten (10) business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

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:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using BankSmart.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

D. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

Right to Terminate This Agreement - The Bank reserves the right to terminate this Agreement and your access to BankSmart, in whole or in part, at any time without prior notice.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Customer Service at 508-238-1000.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to should also be kept confidential. For your protection we recommend that you change your online password regularly. It is recommended that you memorize this online password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Customer Service at once at 508-238-1000.

B. Unauthorized Transactions in Your Accounts

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Customer Service at 508-238-1000, or write 275 Washington Street, North Easton, MA 02356.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

C. Severability

If any provision of this agreement is held invalid, void or unenforceable by any rule or law, administrative Order or judicial decision, all other provisions of the Agreement shall remain in full force.

D. Governing Law

The Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and applicable Federal law.