

**BRISTOL COUNTY SAVINGS BANK  
BILL PAYMENT AGREEMENT AND DISCLOSURE**

This Bill Payment Agreement and Disclosure supplements, forms a part of, and is incorporated by reference into, that certain Internet Banking Agreement and Disclosure, as in effect from time to time ("**Agreement**"), by and between Bristol County Savings Bank ("**Bank**") and the person or persons who has applied for, has been accepted to use and accesses or uses any of the Services ("**Customer**").

Unless otherwise specified, "**Bill Pay Agreement**" means this Bill Payment Agreement and Disclosure and all procedures, forms, exhibits, schedules, documents and other agreements referenced herein, each as amended from time to time; "**Bill Pay Service**" means the bill payment service that the Bank makes available over the Internet with BCSB Online™ and is also a Service under the Agreement; "**you**" and "**your**" mean the Customer and each person or persons who uses the Bill Pay Service and any other Service with your permission; "**Account**" means a checking Account; and "**we**," "**our**" and "**us**" mean the Bank and any third party service provider that it, in its sole discretion, involves in the provision of any of the Services. All capitalized terms used but not defined in this Bill Pay Agreement shall have the same meanings ascribed to such terms in the Agreement.

This Bill Pay Agreement describes the additional terms and conditions under which the Bank will provide you with access to and use of the Bill Pay Service. You and we agree as follows:

**Using the Bill Pay Service.** In order to access or use the Bill Pay Service, you must satisfy the requirements set forth in the Agreement. If the Agreement is terminated for any reason, your access to and use of the Bill Pay Service will be terminated.

**Payment Instructions.** To pay a bill using the Bill Pay Service, your Payment Instructions must be established in the Bill Pay Service. **Payment Instructions** include the name, address and telephone number of the creditor ("**Payee**") that holds your utility, credit card, loan or other account ("**Payee Account**") and to which you instruct us to direct a payment representing all or a portion of your outstanding Payee Account balance ("**Payment**"), your Payee Account number, the Business Day on which a Payment should be issued ("**Transmit Date**") and any other information necessary for us to make a Payment on your behalf. You are solely responsible for establishing (and making any changes to) any Payment Instructions entered into the Bill Pay Service, and any failure to provide correct Payment Instructions may result in late Payments or Payments posting to an incorrect Payee Account.

**Forms of Payments.** You may use the Bill Pay Service to authorize recurring payments (i.e., Payment that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee) or non-recurring Payments (i.e., a single, one-time Payment to a specified Payee). Non-recurring Payments may be scheduled to be initiated up to three hundred sixty-four (364) days in advance.

Payments will only be issued in U.S. dollars and may be made by transferring funds electronically to a Payee, by sending a Payee a paper check or by any other available means, in our sole discretion. You and we agree that any Payment executed through an automated clearing house transfer will be subject to the rules of the National Automated Clearing House Association or the rules of any other automated clearing house that we may use from time to time to make a Payment and the laws of the U.S., as applicable.

**Payees.** Payments through the Bill Pay Service may be made to any Payee that has a mailing address in the U.S. and that agrees to accept Payments in this manner; however, the Bill Pay Service cannot be used to make payments for (a) Payees located outside of the U.S., (b) tax payments to the Internal Revenue Service or any state or other government agency, (c) court-ordered payments, such as child support or alimony, (d) any payments to governmental agencies or (e) settlement of security purchases (each, a "**Prohibited Payment**"). You acknowledge that if you instruct the Bill Pay Service to make a Prohibited Payment, we

will not notify you, and we will not assume any liability to you or any third party for penalties, cancellation of coverage or any other expense related to nonpayment upon the processing or completion of such a payment in violation of this Bill Pay Agreement. We also reserve the right and will notify you as soon as is practicable if we refuse to make a payment (other than a Prohibited Payment) to any other Payee you designate from time to time, and we will not be liable to you or any third party for our refusal to make any such payment. You are solely responsible for making alternate arrangements for these payments, as well as Prohibited Payments.

**Limitations.** Use of the Bill Pay Service may be denied to make a Payment if (a) the Payment amount exceeds the dollar amount, frequency or other limits set forth in the Electronic Fund Transfer Agreement and Disclosures, (b) the Payment will cause your Account to be overdrawn, (c) your Account has insufficient available funds or (d) we have reason believe that a Payment is erroneous or fraudulent. We will not be liable to you or any third party, however, if we nonetheless choose to make a Payment.

Please see the Electronic Funds Transfer Agreement and Disclosures for a discussion of the other limitations for the Bill Pay Service.

**Scheduling Payments.** You understand and acknowledge that it is your responsibility to establish your Payment Instructions with the Bill Pay Service in a timely manner so as to afford us a reasonable opportunity to act on and process them. For example, you generally should establish your Transmit Date for a Payment at least six (6) Business Days in advance of the date on which your Payment for the designated Payee Account is actually due, excluding any applicable grace periods. You further understand and acknowledge that, due to circumstances beyond our control (for example, delays in handling and posting Payments by Payees), some of your Payments may not be received or processed by the designated Payee in a timely manner. You are responsible for any late payment, interest or other penalties that may be imposed for any reason, except as otherwise provided for in the Agreement.

**Transmit Dates.** A Payment will be issued on a Business Day that we are open, and we will debit your Account in the amount of the Payment no later than three (3) Business Days following the Transmit Date. If you specify a Transmit Date that is not a Business Day that we are open, the Transmit Date will be the next Business Day after the day specified that we are open.

Payment Instructions established in the Bill Pay Service on a Business Day that we are not open or after 9:00 p.m., Eastern Time, on any Business Day will be considered received by us on the next Business Day that we are open.

**Cancelling or Modifying Payments.** You may use the Bill Pay Service to cancel or modify (a) any Payment (other than a recurring Payment) if you make such a request in time for us to receive your request one (1) Business Day before the Transmit Date for any such Payment or (b) any recurring Payment if you make such a request in the manner set forth in the Electronic Fund Transfer Agreement and Disclosures. Please see the Electronic Fund Transfer Agreement and Disclosures for the procedures by which you can cancel or modify a recurring (i.e., preauthorized) Payment.

**Stop Payments.** You may ask us to stop payment on any Payment made by sending a Payee a paper check if the check is lost, stolen or destroyed, provided you comply with our related procedures. In no event, however, can any Payment that is sent electronically be stopped. Although we will make every reasonable effort to accommodate your stop payment request, we will have no liability to you or any third party for failing to do so if we have not received the request in a timely manner. Please see the Electronic Fund Transfer Agreement and Disclosures for additional information about your ability to ask us to stop payment on a Payment.

**Documentation.** Each Payment made using the Bill Pay Service will be documented as described more fully in the Electronic Fund Transfer Agreement and Disclosures, which documentation shall be admissible as evidence of such Payment and shall constitute prima facie proof that such Payment was made.

Each Payment that you successfully scheduled with the Bill Pay Service will appear on the "Pending Payments List" screen. You should print a copy of this screen for your records.

If you have been notified of our refusal or inability to make a Payment or you do not follow the instructions that we provide to you for initiating Payments, you will bear full responsibility for all late fees, finance charges and other damages that you incur, and we will not be liable for any such amounts.

**Errors or Questions about Payments.** Please see the Electronic Fund Transfer Agreement and Disclosures for a discussion on the process by which you can ask questions or obtain additional information about erroneous or other Payments.

**Payment Authorization.** By establishing Payment Instructions in the Bill Pay Service, you authorize us to, and you agree that we may, following the Payment Instructions, access and debit your Account in the amount of the Payment and send the Payment on your behalf to the designated Payee on the Transmit Date. We will not send any Payment or debit your Account unless and until you authorize us to do so. You agree that the use of your Access ID and the provision of Payment Instructions will have the same effect as your signature authorizing us to access and debit the amount of a Payment from your Account.

You should print your Payment Instructions as evidence of such authorization to us. If you cannot print your Payment Instructions, you may call us at any time at 1-866-305-9036.

**Inactivity.** If you do not access or use the Bill Pay Service for a period of more than ninety (90) days, we may, in our sole discretion, terminate your access to and use of the Bill Pay Service without Notice to you.

[Revision Date: September 15, 2008.]

**BRISTOL COUNTY SAVINGS BANK**  
**35 Broadway**  
**P.O. Box 4002**  
**Taunton, MA 02780**

Business Days: Monday through Friday  
Business Hours: Monday through Friday, 8:30 A.M. to 5:00 P.M.  
Excluding Saturdays, Sundays and federal holidays  
Phone: (508) 828-5420

#### **ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURES**

This Electronic Fund Transfer Agreement and Disclosures ("Agreement") describes the terms and conditions under which Bristol County Savings Bank ("BCSB") will provide you with electronic fund transfer ("EFT") services, as well as your rights and responsibilities if you choose to use any of our EFT services. This Agreement is provided to you in accordance with the requirements of state and federal law, as applicable. EFT services include electronically initiated transfers of money to or from a deposit or loan account that you maintain with us primarily for personal, family, or household purposes. In this Agreement, "you" and "your" mean each person who applies for, has been accepted to use or is otherwise authorized to use any of our EFT services; "we," "us" and "our" mean BCSB and any third party service provider that BCSB, in its sole discretion, involves in the provision of any of its EFT services; "Internet Agreement" means the Internet Banking Agreement and Disclosure between you and us which governs the BCSB Online services, as amended from time to time; and "Bill Pay Agreement" means the Bill Payment Agreement and Disclosure between you and us which governs the Bill Pay Service, as amended from time to time. We reserve the right to place a hold on funds in your account based on an EFT authorization, with funds held until settlement occurs (or when the actual transaction is posted to your account.) This may

result in an overdraft if sufficient funds are not available in your account to cover both the hold associated with an EFT authorization and any checks or other items that may post to your account.

### **PREAUTHORIZED EFTs**

**Types of Preauthorized EFTs:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer, U.S. Treasury Department or other financial institutions to your checking or savings account;
- Make automatic withdrawals from your checking account or statement savings account to third parties (for example, to pay insurance premiums or health club dues, etc.).

**Limitations On Preauthorized EFTs:** Please refer to the “Limitations on Frequency of Transfers” section regarding limitations that apply to preauthorized EFTs.

**Fees and Charges:** We do not charge for initiating any preauthorized EFTs. We will charge \$20.00 for each stop payment order for preauthorized EFTs.

### **AUTOMATED TELLER MACHINE CARD (ATM)**

**Types of ATM Transactions:** You may use the Debit MasterCard™ and personal identification number (PIN) selected by you to initiate transactions at any BCSB ATMs, ATM’s within the networks identified on your card, and such other facilities as we may designate from time to time. At present you may use your card to (some of these services may not be available at all ATM’s): deposit funds to your checking and statement savings type accounts (regular statement savings, statement money market, premium money market, and Prime Time™ money market accounts) at BCSB's ATMs only; withdraw cash from your checking account and statement savings type accounts; transfer funds between any of your checking and statement savings type accounts; and obtain balance information on your deposit accounts.

#### **Limitations On Frequency and Amount of ATM's Transactions:**

You may withdraw up to a maximum of \$500.00 (if there are sufficient funds in your account) with your ATM card, PER DAY. You have the OPTION of reducing your daily ATM cash withdrawal limit. Please contact Customer Service at (508) 828-5420 for more information. Please refer to the “Limitations on Frequency of Transfers” section regarding limitations that apply to ATM transfers.

Deposits may be made at ATMs located at Bristol County Savings Bank branches only. The ATM cutoff hour is 7:00 P.M. This means that ATM deposits received before 7:00 P.M. are considered deposited on that business day, and ATM deposits received after 7:00 P.M. are considered deposited on the next business day. ATM deposits will not be available for immediate withdrawal, but will be available on the second business day following the day of the deposit. However, U.S. Treasury checks deposited at our ATMs and into an account held by a payee of the check will be available on the first business day following the day of the deposit.

#### **Fees and Charges For ATM Transactions:**

##### ***ATM Fees and Charges by BCSB:***

THERE ARE NO CHARGES FOR ANY TYPE OF TRANSACTION DONE AT BRISTOL COUNTY SAVINGS BANK. There is a \$1.00 charge for ATM withdrawals at *non*-BCSB ATMS and a \$0.50 charge for any inquiry at *non*-BCSB ATMs. These fees are waived for Prime Time™ Checking accounts and BCSB@Work checking and savings accounts.

##### ***Surcharges by Other Entities:***

Transactions at ATMs that are not owned by BCSB or at ATMs that do not display the SUM logo may result in a *surcharge* that is assessed by the operator of that ATM and/or by the automated transfer network. Accounts opened prior to January 1, 2006, as well as all Prime Time™ Checking accounts and

BCSB@Work checking and savings accounts will also have *surcharge free* access to Bank of America ATMs.

***International ATM Fees and Charges:***

Transactions at ATMs outside of the United States will incur a fee of 1% of the amount withdrawn. Additionally, the operator of the foreign ATM may also charge additional fees. Transactions at ATMs outside of the United States are not eligible for the fee reimbursement feature of any account.

**POINT OF SALE (POS)/DEBIT CARD**

**Types of Point of Sale Transactions:** You may access your Primary Checking Account (as designated on your Debit MasterCard™ application) to purchase goods in person; pay for services in person; get cash from a merchant, if the merchant permits, or from a participating financial institution; and do anything that you can do with a credit card (that a participating merchant will accept with a credit card). Your purchases will be withdrawn from your Primary Checking Account.

Your rights relating to refunds and returned merchandise are the same as when you pay with cash or check. You must resolve issues of this type directly with the merchant. It is the merchant's own policy on refunds and returns that governs these transactions.

**Limitations On Frequency and Amount of POS Transactions:** You may purchase up to a maximum of \$500.00 of goods and services per day, subject to your available primary checking account balance. You may request an increase to your daily purchasing limit. Please refer to the "Limitations on Frequency of Transfers" section regarding limitations that apply to POS transfers.

**Fees and Charges for POS Transactions:** There are no fees associated with POS transactions. However, there is a teller assisted cash advance fee of \$2.50.

**ELECTRONIC CHECK CONVERSION**

You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.

**BankLINE – 24 Hour Telephone Banking (VOICE RESPONSE UNIT or VRU )**

**Types of VRU Transactions:** Our Voice Response Unit (VRU) allows you to use a touch-tone telephone to perform certain inquiries on your accounts and transfer funds between your deposit accounts (with prior written authorization). The telephone number to access the VRU is toll free (866) 784-5515. The following information is available from the VRU: GENERAL INFORMATION-Branch locations and current deposit rates offered. DEPOSIT INFORMATION - available balance, current balance, last 10 debits, last 10 credits, ATM deposits & withdrawals for up to 45 days, last direct deposit, specific check inquiry, last regular monthly interest amount earned, interest earned year-to-date, and interest earned last year (1099 INT). LOAN INFORMATION - (varies by loan type) outstanding balance, current interest rate paid, last payment date, last payment amount, next due date, next due amount, loan payoff amount (installment only), interest paid last year (1098 INT), and year-to-date interest paid. TRANSFERS - you may transfer funds between your checking account and statement savings type accounts (regular statement savings, statement money market, premium money market, and Prime Time™ money market accounts) and into your passbook type deposit accounts (passbook savings and passbook money market accounts) with prior written authorization. However, transfers from statement savings type accounts are limited in number. Please refer to "Limitations on Frequency of Transfers" for additional information.

VRU PIN: A four (4)-digit starter PIN will be assigned to each of your accounts. The starter PIN on a new account must be activated within the first 30 days of account opening. If it is not activated during that time frame, the starter PIN will become “locked.” To activate the PIN once it has become “locked,” you must contact BCSB at (508) 828-5420 and speak with a Customer Service Representative. The first time you access the VRU you will be required to change you PIN to a five (5) or six (6) digit number that you select. The PIN is issued for security purposes. PIN numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your VRU PIN available to anyone not authorized to perform transactions on your behalf.

**Limitations On Frequency and Amount of VRU Transactions:** Please refer to the “Limitations on Frequency of Transfers” section regarding limitations that apply to VRU transfers.

**Fees and Charges for VRU Transactions:** The VRU is available 24 hours a day, 7 days a week. There are no charges for VRU transactions; however, there is a \$0.55 fee for each fax summary request made through the VRU.

**BCSB ONLINE**

**Types of BCSB Online Transactions:** Subject to the terms and conditions of this Agreement and the Internet Banking Agreement, you can use your Access ID (as defined in the Internet Banking Agreement) to access our web site to perform any or all of the following activities with BCSB Online: (a) to obtain summary account information, including current and available account balances and credited interest, (b) to obtain detail information about transactions that have posted to your accounts, (c) to export information about your deposit accounts to money management software, (d) to create customized views of account transactions, (e) to assign descriptive account names and control the order in which your accounts appear on your screen, (f) reorder checks for your account, (g) to transfer funds between your accounts, (h) to identify accounts for use with our Bill Pay Service, (i) to ask us not to pay certain checks or other items drawn against your accounts, (j) to send information to and receive information from us using our secure message center, (k) to notify yourself of specific account conditions (for example, minimum or maximum account balances), and (l) to change your Access ID or your e-mail address.

**Limitations on Frequency and Amount of BCSB Online Transactions:** You may use BCSB Online to transfer funds between your accounts if the account from which you are transferring funds has sufficient available funds (which includes your available credit limit if you have overdraft protection). Please refer to the “Limitations on Frequency of EFTs” section for additional limitations with BCSB Online transactions.

**Fees and Charges for BCSB Online Transactions:** Fees and charges for BCSB Online vary based on the combined average monthly collected balance of your consumer deposit and loan accounts and the number of Access IDs with which accounts may be accessed using BCSB Online. BCSB Online fees and charges are waived for Prime Time™ Checking accounts, BCSB@Work checking and savings accounts, and e-Checking accounts. BCSB Online fees currently are as follows:

<b>If the combined average monthly collected balance of your consumer deposit and loan accounts is...</b>	<b>Then, the BCSB Online fee is...</b>
Less than \$2,500.00	\$4.00 per month per Access ID
\$2,500.00 to \$10,000.00	\$2.00 per month per Access ID
More than \$10,000.00	No charge for one Access ID

We will also charge \$20.00 for each preauthorized funds transfer on which you ask us to stop payment.

**BILL PAY SERVICE**

**Types of Bill Pay Service Transactions:** If you sign up for BCSB Online, you can, subject to the terms and conditions of this Agreement, the Internet Agreement and the Bill Pay Agreement, use your Access ID to access our web site to authorize us to make payments from your checking account to third parties.

**Limitations on Frequency and Amount of Bill Pay Service Transactions:** The amount of any single bill payment made using the Bill Pay Service may not exceed \$9,999.99. Please refer to the “Limitations on Frequency of EFTs” section for additional limitations with Bill Pay Service transactions.

**Fees and Charges for Bill Pay Service Transactions:** Fees and charges for the Bill Pay Service vary based on the combined average monthly collected balance of your consumer deposit and loan accounts and the number of Access IDs with which accounts may be accessed using the Bill Pay Service. Bill Pay Service fees are waived for Prime Time™ Checking accounts, BCSB@Work checking and savings accounts, and e-Checking accounts. Bill Pay Service fees, which are in addition to the BCSB Online fees, currently are as follows:

<b>If the combined average monthly collected balance of your consumer deposit and loan accounts is ...</b>	<b>Then, the Bill Pay Service fee is...</b>
Less than \$2,500.00	\$5.00 per month per Access ID (including up to 10 monthly bill payments, \$0.35 for each additional bill payment)
\$2,500.00 to \$10,000.00	\$2.50 per month per Access ID (including up to 10 monthly bill payments, \$0.35 for each additional bill payment)
More than \$10,000.00	No charge for one Access ID (including up to 10 monthly bill payments, \$0.35 for each additional bill payment)

We will also charge \$20.00 for each preauthorized bill payment on which you ask us to stop payment.

**BCSB MOBILE**

**Types of BCSBMobile Transactions:** If you sign up for BCSBMobile, you can, subject to the terms and conditions of this Agreement, the Internet Agreement and the BCSBMobile Agreement, use your registered cellular phone and Passcode to access and view account balances linked to your Debit MasterCard™/ATM card; view account transaction activity / mini-statement (last ten transactions on the account), provided the account(s) is linked to your Debit MasterCard™/ATM card; transfer to and from statement accounts linked to your Debit MasterCard™/ATM card; and initiate the payment of existing payees’ bills via Bill Pay module, provided that you have BCSB online banking with the bill pay feature enabled.

**Limitations on Frequency of BCSBMobile Transactions:**

You may use BCSBMobile to transfer funds between your statement accounts linked to your Debit MasterCard™/ATM card if the account from which you are transferring funds from has sufficient available funds (which includes your available credit limit if you have overdraft protection.) Please refer to the "Limitations on Frequency of EFTs" section for additional limitations with BCSBMobile transactions.

**Limitations on Frequency and Amount of Bill Pay Service Transactions:** The amount of any single bill payment made using the Bill Pay Service may not exceed \$9,999.99. Please refer to the “Limitations on Frequency of EFTs” section for additional limitations with Bill Pay Service transactions.

**Fees and Charges for BCSBMobile Transactions:** The BCSBMobile feature is free service available to customers with deposit accounts linked to a Debit MasterCard™/ATM card. The BCSBMobile Bill Pay Service requires that the user be enrolled in BCSB Online and the BCSB Online Bill Pay Service, both of which may be subject to fees. Please refer to the “BCSB Online” and “Bill Pay Service” sections for the corresponding fees associated with these products.

**LIMITATIONS ON FREQUENCY OF EFTs**

In addition to those limitations on EFTs described elsewhere in this Agreement, the following limitations apply:

**Statement Accounts:** You may make no more than a total of six (6) transfers per calendar month or statement cycle of at least four weeks to another account or to a third party by preauthorized or automatic transfer, or telephonic agreement, order or instruction or by check, draft, debit card, or similar order to third

parties. Transfers and withdrawals subject to these limitations include, for example, wire transfers, transfers made using the VRU, BCSBMobile, or with BCSB Online and bill payments made using the Bill Pay Service either initiated thru BCSBMobile or BCSB Online. These limitations do not, however, apply to transfers or withdrawals when made between your accounts in person at any of our branch locations, at an ATM, by messenger (not in our employ or acting as our agent) or by mail (by check mailed to you).

For security reasons, there may be additional limitations on the number of EFTs, including bill payments made using the Bill Pay Service, which can be performed with your accounts.

***Passbook Accounts:*** You may receive unlimited EFTs (credits) into your passbook account; however, EFTs out of your passbook account (debits) are not permitted.

### **YOUR LIABILITY**

Tell us **AT ONCE** if you believe your Card, PIN, Access ID or password has been lost, stolen or used (or may be used) or that an EFT has been made or may be made with your Card, PIN, Access ID or password without your permission. Telephoning us is the best way of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice of a lost or stolen Card or a disclosed PIN, Access ID or password and someone uses your Card or PIN, Access ID or password without your permission. Also, tell us at once if your statement shows any EFT that you did not make or authorize.

**Additional Liability:** Your liability for unauthorized use of your debit card with the Debit MasterCard™ (when used for Point of Sale transactions) will not exceed (A) \$0 if the conditions set forth below have been met or (B) if those conditions have not been met, the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. Zero liability will apply only if: (a) you report the loss or theft of your card within 24 hours of discovering it lost or stolen; and (b) you can demonstrate that you have exercised reasonable care in safeguarding your card from risk or loss or theft; and (c) you have not reported two or more incidents of unauthorized use to us within the preceding 12 months, and (d) your account is in good standing.

“Unauthorized use,” means the use of your Debit MasterCard™ (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. Remember to report your card lost or stolen or any unauthorized transactions immediately. This will help prevent unauthorized access to your account and minimize any inconvenience.

Your Debit MasterCard™ may not be used for any illegal transaction.

### **CONTACT IN THE EVENT OF UNAUTHORIZED EFTs**

If you believe that your Card, PIN or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call Customer Service at (508) 828-5420 Monday through Friday from 8:30 AM to 5:00 PM, or write to us at Bristol County Savings Bank, Customer Service Department, 35 Broadway, Taunton, MA 02780. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. Or, you may also report a lost or stolen ATM or Debit MasterCard™ by calling our Voice Response Unit (VRU) toll free (866) 784-5515, 24 hours a day, 7 days a week.

**Interest Rate:** If an interest bearing account, refer to the Truth in Savings Disclosure, the current rate sheet, or call our Customer Service Department at (508) 828-5420.

### **RIGHT TO DOCUMENTATION**

**Periodic Statement:** Except as otherwise provided in this Agreement, you will receive a monthly account statement from us for each account to or from which there has been an EFT, including a funds transfer made using BCSB Online and a bill payment made using the Bill Pay Service. You will not receive a

statement if your account is a passbook account unless there are EFTs to the account, at which point you will only receive a monthly account statement for those months that had EFT.

**Terminal Receipt:** You may receive a terminal receipt at the time you make any transaction at an ATM or purchase at a POS terminal. However, receipts are no longer required to be provided on transactions of \$15.00 or less. You will not receive a receipt for any bill payment made using the Bill Pay Service or funds transfer made using BCSB Online.

**Direct Deposits:** If you have arranged to have direct deposits made to your account, you can call us at (508) 828-5420 to find out whether or not the deposit has been made.

**Documentation:** Any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

### **OUR LIABILITY**

If we do not complete a bill payment made using the Bill Pay Service, a transfer made using the BCSB Online or any other 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: (a) through no fault of ours, you do not have enough money in your account to make the transfer or payment, (b) the transfer or payment would go over the credit limit on your overdraft line of credit with us, (c) the ATM or other electronic banking terminal or system where you are making the transfer or payment does not have enough cash, (d) the ATM or other electronic banking terminal or system was not working properly and you knew about the breakdown when you started the transfer or payment, (e) circumstances beyond our control (such as fire, power outage or flood) prevent the transfer, despite reasonable precautions that we have taken, (f) the funds are subject to legal process or other encumbrance restricting a payment or transfer of funds from your account, (g) if your Card, PIN, Access ID or password has been reported lost or stolen or we have reason to believe that you or someone else is attempting to make a transfer or payment for fraudulent or illegal purpose, (h) you or we terminate this Agreement (or the Bill Pay Agreement or the Internet Banking Agreement, as applicable), (i) if your Card, PIN, Access ID or password has been canceled or your account has been closed, and (j) there are other exceptions as established by us.

In addition, with respect to bill payments made using our Bill Pay Service, we will NOT be liable, for instance, if: (a) you do not follow the provisions of Internet Banking Agreement and the Bill Pay Agreement applicable to bill payments, such as establishing payment instructions with the Bill Pay Service soon enough for a payment to be sent to your designated payee, (b) we have received incomplete or inaccurate payee account information or payment instructions from you or a third party with respect to a payment to be made using the Bill Pay Service, (c) we make a timely payment but the payee mishandles or delays application of a payment to your payee account, (d) your computer or any Internet service provider providing your connection to our web site or any browser software was not working properly, and you knew about the breakdown when you attempted to communicate information to us, such as establishing your payment instructions with the Bill Pay Service, (e) you or we terminate the Internet Banking Agreement or Bill Pay Agreement, (g) the U.S. Postal service causes a payment made using the Bill Pay Service by check, draft or similar item to be delayed, (h) your bill payment request does not appear on the Pending Payments List, and (i) we notified you of our refusal or inability to make a payment.

### **ERROR RESOLUTION NOTICE**

In case of errors or questions about your EFTs, telephone us at (508) 828-5420, or write us at 35 Broadway, Taunton, MA 02780 as soon as possible, 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared or from when your passbook was last updated.** (a) Tell us your name and account number (if any), (b) 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 and (c) 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 ten (10) business days following the date you notified us.

We will tell you the results of our investigation within ten (10) business days following the date you notified us, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question following the date you notified us. If we decide to do this, we will provisionally recredit your account within ten (10) business days following the date you notified us 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 provisionally recredit 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 three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our related photocopying costs, ask for copies of the documents that we used in our investigation. If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

### **CONFIDENTIALITY**

In order that your privacy may be protected, we will not disclose any information to any person, organization, agency or any other third party about you, your account or the EFTs that you make, except: (a) where necessary to complete a transfer, (b) in order to verify the condition and existence of your account for a third party, such as a credit bureau, (c) to persons authorized by law to have access to the records of the financial institution or organization in the course of such person's official duties, (d) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties, (e) in order to comply with government agency or court orders, such as a lawful subpoena, (e) to a consumer reporting agency as defined by applicable law, (f) if you give us your written permission which for Massachusetts consumers shall automatically expire forty-five (45) calendar days after we receive your written authorization (if your account is a joint account, any account owner may provide us with such permission), or (g) as disclosed in this Agreement or in our Privacy Policy.

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

### **Personal Identification Number (PIN), Access IDs and Passwords**

The PINs associated with your ATM Card or Debit MasterCard™ and the PINs, Access IDs and passwords that enable you access to the VRU, BCSB Online and Bill Pay Service are for your security. The PINs, Access IDs and passwords are confidential and should not be disclosed to third parties, recorded directly on the card, or readily available. You are responsible for safekeeping your PINs, Access IDs and passwords. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You agree not to disclose or otherwise make your PINs, Access IDs or passwords available to any unauthorized person.

### **NOTICES**

All notices or other communications from us to you will be effective when we have mailed them or delivered them to your last known address on our records, except for any notices or other communication

sent pursuant to the Internet Banking Agreement and/or the Bill Pay Agreement which will be delivered to you in a manner described in the Electronic Notices Disclosure and Consent. To the extent permitted by applicable law, any notice or other communication you send to us at the address specified in this Agreement will not be effective until we receive it and have had a reasonable opportunity to act on it.

We reserve the right to change the terms and conditions of this Agreement at our sole discretion and from time to time. Any such change will generally be effective immediately without notice to you unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective after we have provided you with the required advance written notice and upon the effective date stated in the notice. You will be deemed to accept any such changes if you access or use the EFT services after the effective date stated in the notice. If you do not accept any such change, you have a right to terminate this Agreement as herein provided; however, you will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing under this Agreement, even if we make changes to this Agreement.

Use of EFT services is subject to existing regulations governing your account and in the case of BCSB Online and the Bill Pay Service, the Internet Agreement and Bill Pay Agreement and any future changes to those regulations and agreements.

### **ENFORCEMENT**

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

### **PREAUTHORIZED EFTs**

**Right and Procedure to Stop Preauthorized Payments:** If you have told us in advance to make regular payments out of your account or if you have authorized third parties to make these payments for you then you can stop any of these payments by calling us at 1-508-828-5420 or writing to us at 35 Broadway, Attention: Customer Services, Taunton, MA 02780, in time for us to receive your request three (3) business days before the payment is scheduled to be made. We will charge \$20.00 for each stop payment order for preauthorized transfers.

If you have told us in advance to make regular payments out of your account using the BCSB Online Bill Pay Service, or a funds transfer using BCSB Online, you stop these preauthorized transactions established through BCSB Online and Bill Pay by deleting the pending transaction in BCSB Online before 9 PM on the business day prior to the transfer. No fees are charged if you delete a BCSB Online item (bill pay or transfer) on your own in BCSB Online prior to the scheduled issue date.

**Liability for Failure to Stop Payment of Preauthorized Transfers:** If you order us to stop one of these payments three (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.

**Refusal to Pay Preauthorized Transfers:** If we refuse to make a preauthorized transfer because your account has insufficient funds to cover such transfer, we will mail or deliver to you, on or before the next business day, notice of our refusal to pay the transfer.

**Notice of Varying Amounts:** If these regular payments vary in amount, the person or company you are going to pay will tell you ten (10) calendar 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 than you set.

### **ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW**

1. Any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.
2. The fact that you initiate certain EFTs from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment on 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.**

### **OTHER PROVISIONS**

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy, a copy of which you acknowledge having previously received, to determine when we will make funds available for your use. We reserve the right to refuse any EFT if the amount of the EFT would exceed the available funds in account, exceed your available credit (if you have overdraft protection), or otherwise require us to increase our required reserve on the account. Available balances for checking accounts may include any unused portion of a pre-approved line of credit.

### **ATM SAFETY TIPS**

As issuers of ATM access devices, we have provided for your information a list of safety precautions regarding the use of ATMs. Please read the following ATM safety tips:

Be aware of your surroundings, particularly at night. Consider having someone accompany you when the ATM is used after dark. It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your ATM transaction. Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home. Consider using another ATM or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM Card and leave. Go to the nearest public area where people are located if you are followed after making a transaction. Report all crimes to law enforcement officials immediately.

### **TERMINATION**

We reserve the right to terminate this Agreement for any reason and at any time without notifying you. You also have a right to terminate your use of your Card, PIN, Access ID or other password or any other EFT service described in this Agreement at any time by calling us at 508-828-5420 or 1-866-305-9036, or writing to us at 35 Broadway, Taunton, MA 02780. If you call, we may require you to put your request in writing and get it to us within 10 calendar days after you call. No such termination will be effective until we have had a reasonable opportunity to act on your notice. In any event, you must return your Card to us. Otherwise, if you attempt to use your Card after this Agreement is terminated, your Card may be retained as specified in this Agreement.

Any such termination, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement, even if we allow any transaction to be completed with your Card and PIN, Access ID or other password after this Agreement has been terminated.

NYCE and SUM are registered trademarks of NYCE Corporation.

Revised: October 20, 2010

# FACTS

## WHAT DOES BRISTOL COUNTY SAVINGS BANK DO WITH YOUR PERSONAL INFORMATION?

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction history
- Account balances and payment history
- Mortgage rates and payments and account transactions.

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information: the reasons Bristol County Savings Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bristol County Savings Bank share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes –</b> to offer our products and services to you	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>Yes</b>	<b>Yes</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**To limit our sharing** Mail the form below

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?** Call (508) 828-5420



### Mail-in Form

If you have a joint account, your choice will apply to everyone on your account unless you mark below.

Apply my choice only to me

Mark if you want to limit:

Do not allow your affiliates to use my personal information to market to me.

<b>Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Account(s) #</b>	

**Mail to:**

Bristol County Savings Bank  
 ATTN: Operations – OPT-OUT  
 29 Broadway  
 Taunton, MA 02780

Who we are	
Who is providing this notice?	Bristol County Savings Bank
What we do	
How does Bristol County Savings Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bristol County Savings Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ Open an account, apply for a loan, or enter into an investment advisory contract</li> <li>▪ Pay your bills or deposit money and</li> <li>▪ Show your government-issued ID.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ Affiliates from using your information to market to you</li> <li>▪ Sharing for nonaffiliates to market to you.</li> </ul>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will apply to everyone on your account – unless you tell us otherwise.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Our affiliate includes an insurance company, Farrell Backlund Insurance Agency, LLC.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Bristol County Savings does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners may include service providers.</i></li> </ul>
Other important information	
[This section intentionally left blank.]	

**BRISTOL COUNTY SAVINGS BANK  
INTERNET BANKING AGREEMENT AND DISCLOSURE**

This Internet Banking Agreement and Disclosure is by and between Bristol County Savings Bank (the "**Bank**"), and the person or persons who has applied for, has been accepted to use and accesses or uses any of the electronic banking services that the Bank makes available over the Internet with BCSB Online™ (each, a "**Service**" and collectively, "**Services**").

Unless otherwise specified, "**Agreement**" means this Internet Banking Agreement and Disclosure, including the Electronic Consent, the **Electronic Fund Transfer Agreement and Disclosures**, the Bill Payment Agreement and Disclosure, as applicable, and all procedures, exhibits, schedules, documents and other agreements referenced herein, each as amended from time to time; "Electronic Fund Transfer Agreement and Disclosures" means the Electronic Fund Transfer Agreement and Disclosures which describes the terms and conditions under which we will provide you with electronic fund transfer services, a copy of which you acknowledge having received and is available on our web site, as amended from time to time; "**you**" and "**your**" mean the person or persons who has applied for, has been accepted to use and accesses or uses any of the Services and each person or persons who uses any of the Services with your permission; "**we**," "**our**" and "**us**" mean the Bank and any third party service provider that it, in its sole discretion, involves in the provision of any of the Services; "**Notice**" includes this Agreement, disclosures and notices required by applicable law and all other communications about the Services; "**Electronic Consent**" means the Electronic Notices Disclosure and Consent which describes the electronic delivery of Notices and your related rights and obligations, a copy of which you acknowledge having previously received and consented to and is available on our web site; "**Account Agreement**" means the deposit account agreement between you and us which governs your Accounts and which was provided to you when you opened your Accounts or any other documents governing your Accounts, each as amended from time to time; "**Account**" means any checking, savings, money market deposit, certificate of deposit or loan account that you maintain with us; and "**Business Day**" means Monday through Friday, excluding Saturday, Sunday and federal holidays.

You and we agree as follows:

1. **General.** This Agreement describes the terms and conditions under which we will provide you with access to and use of the Services, the features of which are discussed more fully in this Agreement. We may also from time to time introduce new features of the Services.
2. **You Agree.** You agree to access and use the Services only for the purposes described in this Agreement. You also agree to be bound by this Agreement each time you access or use the Services and acknowledge that any such access or use of the Services constitutes acceptance of, and is subject to, the terms and conditions of this Agreement. You should read this Agreement carefully to understand how the Services work, as well as your rights and obligations if you apply for and access or use any of the Services.

You are given this Agreement when you apply for the Services, or on your request. You should retain a copy of this Agreement for your files. You may call us at 1-508-828-5420 or send us an electronic mail ("**e-mail**") message at [bcsonline@bcsbmail.com](mailto:bcsonline@bcsbmail.com) to request a copy of this Agreement be mailed to you at your residential address.

3. **Enrollment for Services.** To enroll for the Services, you must agree to the terms and conditions of this Agreement and complete the online enrollment pages, complete and return an authorization form that we will send you and provide us with any other related forms, schedules or documents that we may require from time to time. You may also at any time change the Services for which you have enrolled by completing and returning to us the appropriate forms, schedules or any other documents that we may require from time to time by calling us at 1- 508-828-5420, by sending us a message through the secure message center within BCSB Online, or by visiting one of our branch locations.

Your enrollment pages, authorization form and other forms, schedules and documents must be reviewed and approved by us. We reserve the right to reject your enrollment in the Services and related forms, schedules and documents or to refuse your access to or use of the Services for any reason and in our sole discretion.

**4. Using the Services.** To access or use the Services, you will need to satisfy the following requirements:

**(a) Account Maintenance.** You may use the Services if you have a checking Account or statement savings Account. Except as provided for in this Agreement, upon successful enrollment for the Services each Account established using your customer identification number automatically will be designated for use with the Services. However, only a checking Account may be used with our online bill payment Service ("**Bill Pay Service**"). We reserve the right to deny any account designation in our sole discretion.

If any Account is a joint Account, each Account owner will be bound by all the terms and conditions of this Agreement. Each joint Account owner agrees that he or she is jointly and severally liable for all transactions, fees and charges and other responsibilities that may arise under this Agreement, regardless of whether such joint Account owner actually accesses or uses the Services. **You understand and agree that any person with access to an Account will have access to and use of all Accounts (and any subsequent Accounts), whether or not the person's name appears in the Account title or is otherwise authorized to sign on the Account.**

You may at any time change any Account you use with any Service and for which you have enrolled by completing and returning to us the appropriate forms, schedules or other documents. You may obtain a copy of these forms, schedules and documents, as applicable, by visiting any of our branch offices, by calling us at 1-508-828-5420 or by sending us an e-mail message at [bcsbonline@bcsbmail.com](mailto:bcsbonline@bcsbmail.com).

You must maintain at least one checking Account or statement savings Account for as long as this Agreement is in effect. If your checking Account is closed for any reason, your access to and use of the Services and this Agreement will be terminated.

**(b) Computer Requirements.** You must provide at your own expense a computer and all software and necessary telephone lines, Internet or other connections and equipment needed to access or use the Services (collectively, "Computer") and an e-mail address. You are responsible for the installation, maintenance and operation of the Computer and all related charges.

We are not responsible for any errors or failures caused by any Computer malfunction, Computer virus or other problems that may be associated with access to or use of the Services or the Computer or for any loss, damage or injury arising or resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or deficiencies in your line quality; (iii) any defect or malfunction of your Computer; (iv) any failure of any Internet or other service provider providing your connection to the Internet or any browser software that results in an interruption of your access to the Service or (v) delays in transmission of information you provide to us.

**(c) Account Funds.** You agree to maintain sufficient available funds, (which includes your available credit limit if you have overdraft protection) in your Accounts at all times for us to complete a transfer and Payment (as defined in the Bill Payment Agreement and Disclosure) and to perform other Services. You agree that we may make a Payment or transfer or perform another Service even if such action causes one or more of your Accounts to be overdrawn. If we do this, you further agree that we may charge to and debit from your Account (or any other Account or deposit account you maintain with us, if necessary) the amount of the Payment, transfer or other Service and an overdraft fee and any other applicable fees, suspend your access to or use of the Services and terminate this Agreement in a manner provided in this Agreement. (The amounts of the overdraft and other applicable fees are disclosed in the Account Agreement.) If we are unable to complete a Payment or transfer or to perform any other Service for any reason associated with your Accounts, the Payment, transfer or other Service may not be completed and we

will not notify you, unless we are required to do so by applicable law. We will not be liable to you or any third party, however, if we choose to make a Payment or transfer or to perform the Service.

When you ask us to make a transfer or to perform another Service, or in the case of the Bill Pay Service, provide us with your Payment Instructions (as defined in the Bill Payment Agreement and Disclosure), you represent and warrant that you have sufficient available funds in your Accounts to cover the amount of the Payment, transfer or other Service.

**5. Access ID.** You will select your initial user identification number and password (collectively, "**Access ID**"), during the enrollment process; however, you may change your Access ID from time to time and at your sole discretion in accordance with this Agreement. Your Access ID must at all times during the term of this Agreement satisfy the security procedures that we, in our sole discretion, establish from time to time. Upon successful enrollment in the Services, you can access and use the Services from our web site located at [www.bristolcountysavings.com](http://www.bristolcountysavings.com) or any web site that we may designate from time to time, using your Access ID. We strongly encourage you to choose a "strong" password and recommend that you change your password at least once every 60 days.

You accept as your sole responsibility the selection, use, protection, confidentiality of, and access to, the Access ID. You agree not to provide your Access ID to any person or otherwise permit such person to use your Access ID and to take reasonable precautions to safeguard your Access ID and to keep it confidential. You acknowledge and agree that, if you permit another person to access or use any Service or give any person your Access ID, you are responsible for any such access or use and charges incurred by such person, even if that person exceeds your authorization.

If you are a business customer, you acknowledge and agree that (a) the Access ID is a commercially reasonable method for the purpose of verifying whether any Payment, transfer or other access to or use of the Services was initiated by you and (b) the Access ID is not intended, and that it is commercially reasonable that the Access ID is not intended, to detect any errors relating to or arising out of a Payment, transfer or other access to or use of the Services.

You agree to notify us immediately by calling us at 1-866-305-9036, which is available 24 hours a day, 7 days a week, or by writing to us at Attention: BCSB Online Administration, 35 Broadway, Taunton, Massachusetts 02780 if you have reason to believe the confidentiality of your Access ID has been compromised in any manner, that your Access ID has been lost, stolen or used (or may be used) or that a Payment or transfer has been made or may be made, or the Services have otherwise been accessed or used or may be accessed or used, with your Access ID without your permission. (Please see the Electronic Fund Transfer Agreement and Disclosures for additional information about your liability for unauthorized transfers, Payments and other Services.)

Your Access ID identifies and authenticates you to us when you access or use the Services. You authorize us to rely on your Access ID to identify you when you access or use any of the Services, and as signature authorization for any Payment, transfer or other Service. You acknowledge and agree that we are authorized to make the Services available to anyone using your Access ID, and to act on any and all communications or instructions received under your Access ID, regardless of whether the communications or instructions are authorized or authorization is exceeded. You also further acknowledge and agree that we are not under any obligation to inquire as to the authority or propriety of any such communications or instructions.

We own your Access ID, and you may not transfer it to any other person. You agree to discontinue use of your Access ID on our demand and on termination of this Agreement. If this Agreement is terminated, your Access ID will be deactivated and may not be used to access or use the Services. Please see the Electronic Fund Transfer Agreement and Disclosures for additional information about your Access ID.

## **6. Debiting Accounts.**

**(a) General.** You authorize us to, and we may in our sole discretion, charge and automatically deduct from (i) your Accounts (or any other deposit account you maintain with us, if necessary) the amount of a transfer or other Service on or after the date we make a transfer or perform the other Service and fees and other amounts incurred with the Services on the date on which such fees or other amounts are due, and (ii) your checking Account (or any other Account or deposit account you maintain with us, if necessary) the amount of a Payment on or after the date we execute the Payment.

**(b) Services Fees.** We may charge you, and you authorize us to deduct automatically from your Account, a service fee for the Services each month, even if you do not use the Services during a particular month, and if you enroll and are approved for our Bill Pay Service, a monthly fee and a per item fee for monthly Payments in excess of the minimum number that we, in our sole discretion, establish from time to time. These fees and other Service fees are disclosed in our Electronic Fund Transfer Agreement and Disclosures and also are posted on our web site. Services fees are in addition to other fees provided for in the Account Agreement. We may, in our sole discretion, waive any Services fees or other fees incurred with the Services under the circumstances described in the Electronic Fund Transfer Agreement and Disclosures.

**(c) Miscellaneous Charges.** You are responsible for all charges incurred in connecting to the Services, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and all charges incurred in connection with or related to the use of the Computer, such as all telephone charges and charges by an Internet or other service provider providing your Internet connection to the Services.

**7. Hours of Access.** You generally may access the Services 24 hours a day, 7 days a week, except you will generally not be able to access (a) any Service from 6:00 a.m. to 9 a.m. , Eastern Time, on Sundays, (b) the Bill Pay Service from 6:00 a.m. to 9:00 a.m., Eastern Time, on Sundays, or (c) any Service during any special or other scheduled maintenance periods or interruption or delay due to causes beyond our control. These hours of access are subject to change without Notice.

**8. Services Description.** By accessing the Services with your Access ID, you can perform any or all of the Services described on the attached [Exhibit A](#) for which you have enrolled and been approved, subject to the limitations described in this Agreement. If you do not access or use the Services for a period of more than ninety (90) days, we may, in our sole discretion, terminate your access to and use of the Services without Notice to you.

If you have any questions about any Service, you can call us at 1-866-305-9036 at any time or contact us in a manner as described elsewhere in this Agreement.

## **9. Services Limitations.**

**(a) Funds Transfers.** Funds transfers from your savings and money market deposit Accounts made using the Services are counted against the permissible number of transfers prescribed by federal law. Please see the Electronic Fund Transfer Agreement and Disclosures for more details about these limitations.

The Services cannot be used to transfer funds from a passbook savings Account.

**(b) Certificate of Deposit and Loan Accounts.** The Services cannot be used (i) to transfer funds to or from any certificate of deposit Account, (ii) to obtain an advance or to transfer funds from any Account that is a loan Account or (iii) to transfer funds from an Account other than a checking or statement savings Account to make a payment on a loan Account.

**(c) Other Limitations.** The activities you can perform with the Services are further limited by, and are subject to, the terms and conditions disclosed in this Agreement and the Account Agreement. There also

may be additional limitations on the number of transfers, Payments or other Services that can be performed with the Accounts for security reasons.

**10. Security.** You agree not to disclose any proprietary information regarding the Services to any third party. You also agree to comply with the security procedures set forth on [Exhibit B](#) and any other operating, security and recognition procedures we may establish from time to time with respect to the Services. You will be denied access to and use of the Services if you fail to comply with any of these procedures.

**11. Your Liability.** Please see the Electronic Fund Transfer Agreement and Disclosures for a discussion of your liability for unauthorized transfers or Payments with respect to the Services.

**12. Our Liability.** Please see the Electronic Fund Transfer Agreement and Disclosures for a discussion of our liability with respect to the Services.

**13. Disclaimer of Warranty. UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF AND ACCESS TO THE SERVICES BY ANY MEANS IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND EXCEPT AS PROVIDED IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR PROVIDE ADEQUATE, COMPLETE OR TIMELY INFORMATION OR DATA.**

**14. Business Customers.** If you are a business customer, you acknowledge and agree that Sections 11 and 12 hereof and the Electronic Fund Transfer Agreement and Disclosures do not apply. We have no liability to business customers for the failure to process transactions for any reason.

As a business customer, you acknowledge and agree that you are fully responsible for any and all use of your Access ID and the Services and that you are liable for all losses, claims and damages that you incur as a result of the use of the Services. You agree to reimburse us immediately for any loss, claim or damage which we incur as a result of either authorized or unauthorized use the Services.

**15. Terminating this Agreement.** We reserve the right to terminate this Agreement, in whole or in part, for any reason and at any time by giving you Notice in a manner provided for in this Agreement and in accordance with applicable law. You also have a right to terminate this Agreement and the use of your Access ID and any or all Services by sending us an e-mail message at [bcsbonline@bcsbmail.com](mailto:bcsbonline@bcsbmail.com), by calling us at 1-866-305-9036 at any time, or by writing to us at 35 Broadway, Taunton, Massachusetts 02780, Attention: BCSB Online Administration. Any request to terminate your access to and use of the Services will be effective only after we have had a reasonable opportunity to act on your request.

If this Agreement is terminated for any reason, you must cancel all future Payments, including any future scheduled or recurring Payments, transfers and other Services. We may continue to make Payments and transfers and to perform other Services that were previously authorized or are subsequently authorized; however, we are not under any obligation to do so. We will not be liable if we choose to make any Payment or transfer or to perform any other Service that was previously authorized or is subsequently authorized after this Agreement terminates.

Any termination of this Agreement, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement, even if we allow any transaction to be completed with your Access ID after this Agreement has been terminated.

In addition, the provisions of this Agreement relating to your and our liability and the disclaimer of warranties (Sections 11, 12, 13 and 16) shall survive the termination of this Agreement.

**16. Privacy.** Information about your Accounts (if they are held for personal, family or household purposes) is governed by our privacy policy, which can be found at [www.bristolcountysavings.com](http://www.bristolcountysavings.com) and which you have already received. (Please also see the Electronic Fund Transfer Agreement and Disclosures for circumstances under which we will disclose information about transfers and Payments to or from such Accounts.)

**17. Assignment; Binding Effect.** We may, at any time, assign this Agreement, including our rights, interests and obligations thereunder, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without Notice to or consent from you. You may not assign this Agreement, including any of your rights, interests and obligations thereunder, in whole or in part, or delegate any of your responsibilities under this Agreement without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement without our written consent will be null and void. This Agreement shall be binding upon and inures to the benefit of you and us, and your and our permitted assigns and successors.

**18. Our Communications.** You affirmatively consent to receive, and acknowledge that you can access, receive and retain, all Notices electronically, whether sent by e-mail or other electronic means. We will deliver all Notices electronically, and any such Notice will be effective and deemed delivered as described in the Electronic Consent.

You agree to notify us promptly about any change in your e-mail address in a manner described in the Electronic Consent, and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon your notice. If your Account is a joint Account, you agree that we may consider any Notice as being given to all Account owners when such Notice is given to any one Account owner. Unless otherwise provided for in this Agreement, you and we also agree that any Notice sent via e-mail constitutes a "writing" for purposes of this Agreement.

**19. Your Communications.** Any notice or communication that you are required or permitted to give to us under this Agreement must be delivered to us by e-mail at [bcsbonline@bcsbmail.com](mailto:bcsbonline@bcsbmail.com) or through the Message Center Service (as defined below) or by first-class, United States mail, postage prepaid, to 35 Broadway, Taunton, Massachusetts 02780, Attention: BCSB Online Administration; however, any such notice or communication relating to your initial enrollment for any Service must be delivered to us at any of our branch offices.

To the extent permitted by applicable law, any notice or communication you deliver to us, regardless of how delivered to us, will not be effective until we receive and have had a reasonable opportunity to act upon such notice or communication. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors or requests for stop payments) to us by calling us at 1-866-305-9036. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error. If you use e-mail to communicate confidential information, please use the Message Center Service. You also agree that we may send you an electronic Notice in response to any communication you send to us, regardless of whether your original communication to us was by e-mail.

**20. No Waiver.** No waiver of any right or obligation under this Agreement by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any of our rights is effective against us unless it is in a writing signed by us.

**21. Changes.** We reserve the right to change any Service and this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without Notice to you unless we are required by applicable law to provide you with advance Notice of the proposed change. In such

instances, the change will be effective upon the effective date stated in the Notice after we have provided you with the required advance Notice. You will be deemed to accept any change to any the Services and this Agreement if you access or use any of the Services after the effective date stated in the Notice. If you do not accept any such change, you have a right to terminate this Agreement as herein provided; however, you will remain obligated under this Agreement, including without limitation, being obligated to pay all amounts owing under this Agreement, even if we make changes to this Agreement.

**22. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable by a court or any governmental agency having competent jurisdiction, that provision will continue to be enforceable to the fullest extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

**23. Governing Law.** This Agreement is governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its applicable conflict of law principles, and the applicable laws of the United States. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.

**24. Entire Agreement.** You acknowledge and agree that any access to or use of the Services constitutes acceptance of the terms and conditions of this Agreement, and that this Agreement contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between you and us concerning the Services.

The Account Agreement and other related documentation also governs your Accounts. If any provision of the Account Agreement or the related documentation is inconsistent with a provision of this Agreement, the provisions of this Agreement will apply to the Services.

**25. Monitoring and Recording.** You acknowledge and agree that your telephone calls and other notices and communications you provide to us may be monitored and recorded for training and quality control purposes. We may, and you agree and authorize us to, monitor, record, retain and reproduce your telephone calls and any other notices and communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Payment, transfer or other Service. We will not be liable to you or any third party for any losses or damages that are incurred as a result of these actions. We are not under any obligation to monitor, record, retain or reproduce such items, however, unless required to do so by applicable law.

**26. Relationship.** You and we are not partners, joint venturers or agents of each other as a result of this Agreement.

**27. Section Headings.** The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define your or our rights or obligations.

## **EXHIBIT A** **SERVICE DESCRIPTIONS**

This Exhibit A describes the Services for which you have enrolled and been approved and can access and use with your Access ID, subject to the limitations described in this Exhibit A, the Agreement, and in the case of the Bill Pay Service, the Bill Payment Agreement and Disclosure. This Exhibit A is attached to, a part of and incorporated by reference into the Agreement.

## **ACCOUNT INFORMATION SERVICE**

**DESCRIPTION.** You can access and use the account information feature of the Services ("**Account Information Service**") (a) to obtain summary information about each Account, including current and available Account balances and accrued and credited interest, (b) to obtain detail information about transactions that have posted to Accounts, (c) to export information about deposit Accounts to money management software (e.g., Quicken® and Microsoft Money®), (d) to create customized views of Account transactions, (e) to assign descriptive names to your Accounts (e.g., My Vacation Account) and control the order in which they appear on your screen, (f) to identify Accounts that can be used as a funding Account for making Payments with our Bill Pay Service, and (g) to reorder checks on your Accounts. Information obtained using the Account Information Service will generally be current as of the time you obtain the information using the Account Information Service.

**REGISTRATION.** To access and use the Account Information Service, you must enroll for this Service by completing the required enrollment pages during the online enrollment process and be identified as an Account owner or an authorized signer on the Account.

### **ADDITIONAL TERMS APPLICABLE TO ACCOUNT INFORMATION SERVICE**

You automatically enroll for each of the following Services when you enroll for the Account Information Service:

## **STOP PAYMENT SERVICE**

**DESCRIPTION.** You can access and use the stop payment feature of the Services ("**Stop Payment Service**") to ask us not to pay any check or other item drawn against your Accounts, except for any such item issued using the Bill Pay Service. (Please see the Bill Pay Service provisions below for information about your ability to stop payment on such items.)

**ADDITIONAL TERMS APPLICABLE TO THE STOP PAYMENT SERVICE.** The following additional terms apply to your access to and use of the Stop Payment Service:

**STOP PAYMENT REQUESTS.** You acknowledge and agree that any stop payment request you make using the Stop Payment Service must be requested in a manner provided by, and will be subject to the terms relating to, the section entitled "Stop Payment Orders" set forth in the Account Agreement.

**FEES.** We will charge you a separate fee for each stop payment request you make using the Stop Payment Service. The amount of this fee is disclosed in the Fee Schedule, a copy of which you acknowledge having received when you opened your Account.

## **MESSAGE CENTER SERVICE**

**DESCRIPTION.** You can access and use the message center feature of the Services ("**Message Center Service**") to securely send information to and receive information from us. The Message Center Service does not use the Internet as a delivery channel because communications sent over the Internet are not necessarily secure from the public. We therefore recommend that you use the Message Center Service, and not the Internet, if you need to send us confidential Account information.

## **ALERT SERVICE**

**DESCRIPTION.** You can access and use the alert service feature of the Services ("**Alert Service**") to set up a notification to yourself based on specific account conditions or transactions (for example, notice of minimum or maximum account balance, notice that a funds transfer made using the Funds Transfer Service has been completed or has failed, advance notice of the maturity date of your certificate of deposit Account

or notice that a particular deposit has been posted to your account or a check or other item drawn on your Account has been cleared).

**ADDITIONAL TERMS APPLICABLE TO THE ALERT SERVICE.** The following additional terms apply to your access to and use of the Alert Service:

**DELIVERY.** Any notice you establish using the Alert Service will be sent to you through the Message Center Service or to another Internet e-mail address you specify.

#### **ADMINISTRATIVE SERVICE**

**DESCRIPTION.** You can access and use the administrative service feature of the Services ("**Administrative Service**") to change your password, user identification number or both or the e-mail address to which you want us to send you Notices relating to your Accounts and the Services.

**ADDITIONAL TERMS APPLICABLE TO THE ADMINISTRATIVE SERVICE.** The following additional terms apply to your access to and use of the Administrative Service:

**FREQUENCY OF CHANGES.** You may use the Administrative Service to change your password, user identification number or both or your e-mail address no more than once every two (2) Business Days.

#### **FUNDS TRANSFER SERVICE**

**DESCRIPTION.** You can access and use the funds transfer feature of the Services ("**Funds Transfer Service**") to transfer funds between Accounts for any reason, including making a payment to a loan Account. Transfers can be initiated as a "one-time" transfer or can be set up to occur on an automatic recurring basis.

**REGISTRATION.** To access and use the Funds Transfer Service, you must (a) complete the required forms and return them to any of our branch office, (b) enroll for the Account Information Service and (c) be identified as an Account owner or an authorized signer on the Account.

**ADDITIONAL TERMS APPLICABLE TO THE FUNDS TRANSFER SERVICE.** The following additional terms apply to your access to and use of the Funds Transfer Service:

**AVAILABILITY.** If you make a deposit to any of your Accounts by transferring funds using the Funds Transfer Service before 7:00 p.m., Eastern Time, on any Business Day that we are open, we will consider that day to be the day we receive your deposit. If you make a deposit to any of your Accounts by transferring funds using the Funds Transfer Service after 7:00 p.m., Eastern Time, on any Business Day or any day that is not a Business Day, we will consider your deposit to be received by us on the next Business Day we are open. Funds will be made available to you in accordance with our Funds Availability Policy, a copy of which is included in an Account Agreement.

**TRANSFER AMOUNTS.** We may from time to time and in our sole discretion refuse to issue, or limit the number or amount of, funds transfers you may request using the Funds Transfer Service.

**LOAN PAYMENTS.** We will make reasonable efforts to see that loan payments requested using the Funds Transfer Service prior to 7:00 p.m., Eastern Time, on a Business Day that we are open, are posted to your loan Account on that day. Any such loan payment requested using the Funds Transfer Service after 7:00 p.m., Eastern Time, on any Business Day or any day that is not a Business Day will be posted to your loan Account the next Business Day that we are open.

**CANCELING, CHANGING OR STOPPING TRANSFERS.** You cannot cancel, change or stop any funds transfer you request using the Funds Transfer Service, other than a preauthorized funds transfer or a funds transfer scheduled for a future date if you make such a request in time for us to receive your request one Business Day before the date on which the transfer is scheduled. Please see the Electronic Fund Transfer Agreement and Disclosures for the procedures by which you can cancel, change or stop a preauthorized funds transfer.

**FUNDS TRANSFER SERVICE LIMITATIONS.** You may not be able to make a funds transfer using the Funds Transfer Service if (a) your Account has insufficient funds, (b) the transfer will cause your Account to be overdrawn or (c) the transfer exceeds any dollar amount, frequency or other limits set forth in the Electronic Fund Transfer Agreement and Disclosures. We will not be liable to you or any third party, however, if we nonetheless choose to make a transfer.

**DOCUMENTATION.** Each funds transfer made using the Funds Transfer Service will be documented as described more fully in the Electronic Fund Transfer Agreement and Disclosures, which documentation shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

Each funds transfer that you successfully schedule with the Funds Transfer Service will appear on the "Pending Transfer List". You should print a copy of this screen for your records. Each funds transfer that has been successfully executed will appear as a transaction in the "Account Activity" for the corresponding accounts.

**ERRORS OR QUESTIONS ABOUT FUNDS TRANSFERS.** Please see the Electronic Fund Transfer Agreement and Disclosures for a discussion about the process by which you can ask questions or obtain additional information about erroneous or other funds transfers.

## **BILL PAY SERVICE**

**DESCRIPTION.** You can access and use our Bill Pay Service to authorize us to make a payment representing all or a portion of your outstanding balance on your utility, credit card, loan or other accounts you maintain with certain of your creditors, by debiting funds from your checking Account.

**REGISTRATION.** To access and use the Bill Pay Service, you must (a) enroll for this Service by completing the required enrollment pages during the online enrollment process, (b) agree to the additional terms and conditions set forth in the Bill Payment Agreement and Disclosure, (c) enroll for the Account Information Service and (d) be identified as an Account owner or an authorized signer on the Account.

**ADDITIONAL TERMS APPLICABLE TO THE BILL PAY SERVICE.** Please see the Bill Payment Agreement and Disclosure for the additional terms that govern your access to and use of the Bill Pay Service.

## **STATEMENTS**

**DESCRIPTION.** You can request to receive Statements electronically. These will be referred to as "e-Statements." If you choose e-Statement delivery, a paper copy of the statement will no longer be produced. You may also change an account's statement delivery method from "e-Statement" to "paper;" however, you will lose access to any statements previously delivered online. You may want to save your online statements before making this change. This will not terminate or affect your use of BCSB Online. We will not impose any additional fees if you withdraw your consent to receive Statements electronically unless you have an e-Checking Account. If you have an e-Checking Account and you withdraw your consent to receive e-Statements, we may convert your e-Checking Account to another checking account product that is likely to have higher fees associated with it.

**REGISTRATION.** To access and use the “e-Statement” option, you must (a) enroll for this service by selecting the “Statements” option on your BCSB Online Accounts Overview page; (b) select the “change the statement delivery method” link on the Statement menu; (c) select “Online” delivery method for each desired account; (d) read and agree to the “Electronic Notices Disclosure and Consent” and; (e) be identified as an Account owner or an authorized signer on the Account.

**EXHIBIT B**  
**SYSTEM AND SECURITY INFORMATION**

We are committed to providing you with the highest level of security available and to keeping your nonpublic personal information confidential and secure. Our web site uses a full range of Internet security measures, including without limitation, encryption using Secure Sockets Layer (SSL) technology, routers and firewalls that act as barriers between the outside world and our internal network, and an operating system to complete our overall security architecture.

When you use the Services, our web servers collect information solely for the purpose of improving your experience with the Services. This information is kept in small files on your hard drive or in the Computer's memory called "cookies." The majority of these cookies exist only in the memory of the browser and are active only as long as your browser is running. Once the browser is closed, the information is deleted. The cookies stored on the Computer's hard drive store information to help you navigate the web site based on your selected preferences. For example, a cookie is used to allow you to suppress help messages. Some of these messages are displayed and you are given the option to suppress the message. If you choose to suppress the help message, a cookie is stored on your hard drive to ensure the message is not displayed in the future.

Member FDIC/Member DIF  
Quicken is a registered trademark of Intuit, Inc.  
Microsoft Money is a registered trademark of Microsoft, Inc.

[Revision Date: September 15, 2008]

**BRISTOL COUNTY SAVINGS BANK**  
**ELECTRONIC NOTICES DISCLOSURE AND CONSENT**

This Electronic Notices Disclosure and Consent ("**Consent**") contains important information about how we will deliver disclosures, periodic statements and notices required by applicable law to you, including the Internet Banking Agreement and Disclosure and the Bill Payment Agreement and Disclosure (collectively, "Agreement"), the Electronic Fund Transfer Agreement and Disclosures, our annual privacy notice, and all other communications about our online bill payment and other Internet banking services (collectively, "**BCSB Online**"). We will call the Agreement, any required disclosures and all other communications with you about BCSB Online a "**Notice.**" We will call periodic statements and other notices, including notices of changes in terms, regarding your deposit accounts a "**Statement.**" This is your copy of the Consent. Please read it carefully and print or download and retain a copy of it for your records.

**Consent to Electronic Notices and Electronic Statements.** By clicking on the "I Consent" button on the BCSB Online Banking Enrollment page, you affirmatively consent to receive all Notices electronically, whether sent by e-mail or other electronic means or made available on our website. You may also be offered the option to receive Statements electronically. These will be referred to as "e-Statements." You agree that by accessing our web site, you satisfy the hardware and software requirements discussed more fully below and you have reasonably demonstrated that you can access, receive and retain Notices and Statements, if applicable, electronically in the formats we use. The decision to do business electronically is yours. You cannot subscribe to BCSB Online unless you agree to receive Notices in electronic form. However, e-Statements are optional, unless you have elected our e-Checking account which requires that Statements be delivered electronically.

**Receiving Electronic Notices and Statements.** We may send Notices to an e-mail address you designate or post Notices on the BCSB Online web site with appropriate notice to you as permitted by applicable law. We will make e-Statements available on the BCSB Online web site with appropriate notice to you. We will treat any Notice or e-Statement we send or make available to you electronically as if it were sent by U.S. mail, postage prepaid, and will consider any such Notice or e-Statement received within 3 calendar days of the date sent or made available by us, even if you do not receive the e-mail or access the BCSB Online web site during that time. You agree to notify us promptly if your mailing address, e-mail address or other information changes by calling us at 1-508-828-5420, writing to us at 35 Broadway, Attention: BCSB Online Administration, Taunton, Massachusetts 02780, or sending us an e-mail at [bcsbonline@bcsbmail.com](mailto:bcsbonline@bcsbmail.com) or through our secure message center service using BCSB Online.

**Hardware and Software Requirements.** In order to use BCSB Online, and to access, receive and retain Notices or Statements electronically, you must satisfy the hardware and software requirements detailed below. We will give you Notice of any change to these hardware and software requirements if the proposed change will adversely affect your ability to access, receive and retain subsequent electronic Notices or Statements from us. The hardware and software requirements, which you must satisfy at your own expense, are as follows:

- An Internet web browser which is SSL-compliant and has a "secure mode," such as MS Internet Explorer or Firefox;
- A personal computer or other access device which is capable of accessing the Internet (e.g. you must have a modem and available telephone line, cable Internet connection or other means to access the Internet), and you must have an active email account capable of interfacing with the BCSB Online e-mail server, such as Microsoft Outlook, Outlook Express or America Online; and
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer that is capable of printing from your Internet web browser and e-mail software.

**Withdrawal of Consent to Electronic Notices.** If you agree to receive Notices or Statements electronically, you can withdraw your consent at any time by calling us at 1-508-828-5420, writing to us at 35 Broadway, Attention: BCSB Online Administration, Taunton, Massachusetts 02780, or sending us an e-mail at [bcsbonline@bcsbmail.com](mailto:bcsbonline@bcsbmail.com) or through our secure message center service using BCSB Online. If you withdraw your consent to receive Notices electronically, no fee will be imposed, but the Agreement and your access to, and use of, BCSB Online will automatically be terminated and your Access ID will be deactivated. You may withdraw your consent to receive Statements electronically at any time using BCSB Online or one of the methods described above. This will not terminate or affect your use of BCSB Online, and we will send you paper Statements instead of electronic Statements. We will not impose any additional fees if you withdraw your consent to receive Statements electronically unless you have

an e-Checking Account. If you have an e-Checking Account and you withdraw your consent to receive Statements electronically, we may convert your e-Checking Account to another checking account product that is likely to have higher fees associated with it. Termination of any Consent will not affect the legal validity, enforceability and binding effect of any Notice or e-Statement sent before the effective date of termination of the Consent. For more information about your rights and obligations upon terminating the Agreement, please see the section of the Agreement entitled "Terminating this Agreement."

**[Revision Date:** September 15, 2008.]