

# Online Banking Access Agreement

## I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your Lowell Five accounts through Online Banking explains the terms and conditions governing the Online banking services and bill pay offered through Online Banking. By using the Online Banking Services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the Commonwealth of Massachusetts. The terms "we," "us," "our," Lowell Five," and "Bank" refer to Lowell Five. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Online Banking can be used to access Lowell Five accounts. Each of your accounts at Lowell Five is also governed by the applicable Account Agreements and other disclosure statements you received when you opened your account.

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## II. Accessing Your Lowell Five Accounts through Online Banking

### A. Requirements

To access your accounts through Online Banking, you must have a Lowell Five account and an Online password.

### B. Electronic Mail (E-mail)

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

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking or call 978-452-1300.

### C. Fees

There are no monthly or transaction fees for accessing your account(s) through Online Banking. See Section IV for a description of Bill Pay fees. Please note that fees may be assessed by your Online service provider.

## D. New Services

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

## E. Benefits of Using Online Banking

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

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable Account Agreement and EFT Disclosure Statement).
- Communicate directly with Lowell Five through E-mail.

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## III. Terms and Conditions

The first time you access your Lowell Five accounts through Online Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

### A. Your Online Password

You will be given an Online Password that will give you access to your Lowell Five accounts for Online Banking access. This password can be changed within Online Banking using the options button. We recommend that you change your password regularly. Lowell Five will act on instructions received under your password. For security purposes, it is recommended that you memorize this Online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

### B. Payment Account

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

If you close the payment account, you must notify Lowell Five and identify a new payment account for the selected services. Additionally, if you close all Lowell Five accounts,

you must notify Lowell Five Customer Service to cancel the Online Banking services.

Your Online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Online Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Lowell Five Customer Service at 978-452-1300.

If you do not access your Lowell Five accounts through Online Banking for any (1) one year period, Lowell Five reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected. You agree to be responsible for any telephone charges incurred by accessing your Lowell Five accounts through Online Banking. If you wish to cancel any of the Online Banking services offered through Online Banking, please contact Lowell Five Customer Service at 978-452-1300 or send us cancellation instructions in writing to The Lowell Five, 34 John St. Lowell MA 01852.

#### C. Our Liability

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

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

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

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

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

#### E. Hours of Accessibility

You can access your Lowell Five accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be

available due to system maintenance. You will be notified Online when this occurs.

A transfer initiated through Online Banking before 5 p.m. on a business day is posted to your account the same day. All transfers completed after 5 p.m. on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

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

#### F. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is updated on a continuous basis.

Transferring Funds - The number of transfers from a money market and savings account is limited as described in the applicable Account Agreement and Truth in Savings Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

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### IV. Bill Pay Service

#### A. Using the Service

Online Banking allows you to schedule and make bill payments at your convenience. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your Lowell Five checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Online Banking. We are unable to process any payment of taxes or court-directed payments.

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

For this reason, it is recommended that all payments transfers be scheduled to at least (7) seven business days before the actual due date, not the late date. In addition to any other disclaimer of liability in this agreement, the

maximum damages that the Bank can suffer as a result of a breach of the Agreement or failure to timely pay is limited to the maximum amount of \$50.00. In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

The Lowell Five will use its best efforts to process all your payments properly. The Bank shall have no liability if it is unable to complete any payments initiated by you through Online Banking payment services. By way of example, but in no way limiting the aforesaid, the Bank shall not incur liability because of the existence of any one or more of the following circumstances:

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

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 3 p.m. (Eastern Time) on the Payment Date, by using the DELETE function on the Online Banking "Pending Payment" screen.

The Lowell Five reserves the right to terminate your use of Online Banking bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel Online Banking bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using Online Banking or calling The Lowell Five Customer Service at 978-452-1300. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

#### B. Bill Pay Fees

The monthly fee for Online Banking payment services is listed on the Bank's Fee Schedule. This fee covers unlimited bill payments to anyone you wish to pay in the U.S. These fees cover service for the previous month and are effective upon enrollment. Fees will be charged to your payment account, whether or not bill payments are made

out of that account, or any other account linked to Online Banking payment services.

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

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

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## V. General Terms

### A. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Agreement and Fee Disclosure.

### B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### C. Questions or Error Correction on Online Banking Transactions

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

- Contact The Lowell Five by electronic mail (E-mail) at [DigitalBanking@lowellfive.com](mailto:DigitalBanking@lowellfive.com).
- Telephone The Lowell Five at 978-452-1300
- Write The Lowell Five, 30 International Place, Tewksbury, MA 01876 as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may ask for an explanation in writing.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, 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 will not re-credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. If we do not complete a transfer to or from a Lowell Five account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. By way of example but in no way limiting the aforementioned, the Bank shall not incur liability for the following:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.

- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Online Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

### D. Other General Terms

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

The Lowell Five Reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time without prior notice.

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## VI. Protecting Your Account

### A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call The Lowell Five Bank Customer Service at 978-452-1300. Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to Online Banking should also be

kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this Online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your Online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify The Lowell Five Bank Customer Service at once at 978-452-1300.

#### B. Unauthorized Transactions in Your Lowell Five Accounts

Notify us immediately if you believe another person has improperly obtained your Online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Lowell Five Customer Service at 978-452-1300, or write The Lowell Five Bank, 30 International Place, Tewksbury, MA 01876.

### **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

#### **SERVICE DEFINITIONS**

"Service" means the bill payment service offered by The Lowell Five Bank through CheckFree Services Corporation.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

#### **PAYMENT SCHEDULING**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

#### **THE SERVICE GUARANTEE**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

#### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1.If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the

transaction or the transaction would exceed the credit limit of your overdraft account;

2.The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

3.You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

4.Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

### **PAYMENT CANCELLATION REQUESTS**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **STOP PAYMENT REQUESTS**

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **PROHIBITED PAYMENTS**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **EXCEPTION PAYMENTS**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

### **BILL DELIVERY AND PRESENTMENT**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for

notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

**Cancellation of electronic bill notification** - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**Non-Delivery of electronic bill(s)** - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**Accuracy and dispute of electronic bill** - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **EXCLUSIONS OF WARRANTIES**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **PASSWORD AND SECURITY**

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 978.452.1300 during customer service hours. Wording for Sponsors with e-mail contact only: you must notify the Service at once by using the application's e-messaging feature.

## **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove

that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

## **ERRORS AND QUESTIONS**

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Telephone us at 978.452.1300 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:  
Lowell Five Bank  
30 International Place  
Tewksbury, MA 01876

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make **ONLY** in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your

account to a third party, such as a credit bureau or Biller;  
4.To a consumer reporting agency for research purposes only;  
5.In order to comply with a governmental agency or court orders;or,  
6.If you give us your written permission.

### **SERVICE FEES AND ADDITIONAL CHARGES**

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **FAILED OR RETURNED TRANSACTIONS**

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

- 1.You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- 2.For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- 3.You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- 4.You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
- 5.The Service is authorized to report the facts concerning the return to any credit reporting agency.

### **ALTERATIONS AND AMENDMENTS**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **ADDRESS OR BANKING CHANGES**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **SERVICE TERMINATION, CANCELLATION, OR SUSPENSION**

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 978.452.1300 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:  
Lowell Five Bank  
30 International Place  
Tewksbury, MA 01876

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

### **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

### **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

### **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment



Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

## DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

## ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

## NO WAIVER

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

**THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.**

