

Online Banking Agreement and Electronic Funds Transfer Disclosure

Online Banking Agreement

This Agreement and Disclosure contains the terms and conditions of Online Banking, the Internet banking service of Framingham Co-operative Bank, the disclosures required by Electronic Funds Transfer Act and additional information required by Massachusetts law. By using Online Banking, you indicate your agreement to the terms and conditions of Online Banking. Online Banking is a consumer electronic banking service that allows you to access your account information, check balances, transfer funds and, if you elect to register for the additional service (and are approved), to pay bills. You may access Online Banking using a personal computer through Framingham Co-operative Bank's web page on the Internet. Our internet address is <http://www.framinghambank.com/>. For the purpose of this document, "you" and "your" shall refer to each depositor who signs up for Online Banking. "We", "us", "our", and "Bank" shall refer to the Framingham Co-operative Bank. All references to the time of day in this agreement and disclosure refer to Eastern Standard Time.

General Information about Online Banking

You may use Online Banking any time, day or night, seven days a week. Online Banking, however, may occasionally be temporarily unavailable due to Bank record updating or technical problems. In addition, access to Online Banking is made available according to the terms of a service agreement between the Bank and Digital Insight Corporation. Digital Insight created and owns software that makes Online Banking possible. Any interruption of service or access caused by Digital Insight may prevent your use of Online Banking.

Services Available through Online Banking

Online Banking service allows you to:

- Transfer funds electronically between certain Framingham Co-operative Bank accounts.
- Schedule recurring transfers.
- Set up notifications for balances and certificates of deposits.
- Arrange reminders for loan payments.
- Utilize a personal reminder notification.
- Obtain account information and view checks online.
- See if a check has cleared.
- View online statements (eStatements).
- Export data to some versions of personal financial management packages such as Quicken and Microsoft Money.

General Information about Online Banking Bill Payment

You may use Online Banking Bill Payment any time, day or night, seven days a week. Online Banking Bill Payment, however, may occasionally be temporarily unavailable due to technical problems. In addition, access to Online Banking Bill Payment service is made available according to the terms of a third party service agreement among Framingham Co-operative Bank, Digital Insight Corporation and Metavante Corporation. Metavante processes all Bill Payment transactions. Any interruption of service or access caused by Digital Insight or Metavante may prevent your use of Online Banking Bill Payment.

Online Banking Bill Payment service allows you to:

- Access your primary checking account to pay most bills.
- Cancel or modify Future and Recurring Bill Payments.
Note: your ability to cancel payments is limited; see Canceling Online Banking Bill Payments below.
- Export Bill Payment data to some versions of personal financial management packages such as Quicken and Microsoft Money.

Equipment and Technical Requirements

To use Online Banking, you must have Internet access through an Internet Service Provider (ISP) and Internet browser software. The Bank does not make any warranties on equipment, hardware, software or ISP Service, or any part of them, expressed or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose. The Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, Online Banking or the use of any of them or arising in any way out of the installation, use or maintenance of your personal computer hardware, software or other equipment.

Access

If two or more depositors are joint owners of the account accessed by Online Banking, each may have access to the account through Online Banking. When your Online Banking is linked to one or more joint accounts, we may act on the verbal, written, or electronic instructions of any authorized signer regarding your service for those accounts. Each person on a joint account will be liable for all transactions that are made on that account by all other joint account holders of that account. It is your responsibility to notify us if a signer should no longer be given access to the joint account through Online Banking. Notices sent to the address of one account holder are binding on all account holders. We recommend that you print or store a copy of this Agreement for your records. You may also review this Agreement from time to time, and at your convenience on our website at www.framinghambank.com. If you are unable to print or

store a copy of this Agreement or if you experience a computer or printer malfunctions, please call us and we will mail you a paper copy of this Agreement.

Email Use

We may, if you use our Scheduled Recurring Transfers or Notifications features, send account information to the email address(es) you designate. Sensitive information such as account numbers will be only partially shown (masked). Other than these notices, we will not send to you, and we strongly suggest that you do not send to us, any confidential information regarding your accounts via the public Internet, as it is not necessarily secure.

We will not send you email requesting confidential information such as account numbers, PINs, or passwords. If you receive such an email purportedly from us, do not respond to the email and notify us by calling (508) 820-4000.

Agreement and Acknowledgment

By using Online Banking or authorizing others to use Online Banking, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by all of the provisions of this Agreement and by all of the agreements incorporated herein by reference that also govern your account with us. These Agreements may be amended from time to time and notice of such changes will be provided to you by us as may be required by Applicable Law.

Business Day

Framingham Co-operative Bank's Customer Service can be reached during normal business hours, Monday through Friday. Holidays are not included. Normal business hours are 8:00 AM until 4:30 PM.

Transaction Procedures

Bill Payments: When you initiate a Bill Payment transaction, sufficient funds must be available in the account at the time you initiate the transaction. In the case of future or recurring payments, sufficient funds must be available in your account on those designated dates. The funds will not be withdrawn from your account until those dates.

All Bill Payments you make through Online Banking will be deducted from your designated checking account. Your payees must all be located within the United States and accept payment in U.S. dollars. Each payee must appear on the payee list you create, and the bill you are paying must be in your name. You may not use Online Banking to make payments to federal, state, or local governments. Some other categories of payees may also be restricted.

Some Bill Payments may be delivered electronically to your payee within three business days of the scheduled "Processing Date." Some payees, however, are not set up to accept electronic payment. In these cases, a check will be sent, which may take up to ten business days to process and deliver to the payee.

You must allow sufficient time, up to ten business days to process the Bill Payments so that the funds can be delivered to the payee before the payment due date. If you do not allow sufficient time, you will be responsible for all late fees, finance charges or other actions taken by the payee. Framingham Co-operative Bank is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment, if you do not allow sufficient time for delivery to the payee or if there have been delays in mail delivery, changes of merchant address or account number, the failure of any payment in a timely manner or for any other circumstances beyond the control of Framingham Co-operative Bank. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Online Banking. We will not automatically resubmit a payment for you after the funds have become available.

Account Transfers

You may transfer funds only from your checking account to a Framingham Co-operative Bank statement savings account or passbook savings account; from a statement savings account to another statement savings account, to a passbook savings account or to a checking account. You may make transfers from your checking or statement savings accounts to certain Framingham Co-operative Bank loan accounts. These transfers will be processed as loan payments according to the terms of the individual loan account affected. You may not transfer from a passbook savings account online. For Money Market Accounts and Statement Savings Accounts, you may not make more than six transfers from your account each statement period whether to accounts you maintain with us or to third parties. You cannot make transfers from or to Certificates of Deposit. All Bill Payments and Transfers are subject to the terms and conditions of the deposit account being accessed. All transfers are made on collected funds only.

One Time Transfers

When transferring funds between two Framingham Co-operative Bank statement accounts between the hours of 6am and 8pm on a business day, the funds should be available immediately. If the transfer takes place after 8pm, the funds will not be available until the next business day.

Scheduled and Recurring Transfers

When scheduling a recurring transfer, the transfer takes place at 4am on the business day that the transfer was scheduled to occur. If the date of transfer is not a business day, the transfer will occur on the next business day.

Notifications

When requesting notifications, note that the information is valid as of 4am the day you receive the information. If requesting a *Balance Greater Than* or a *Balance Lesser Than* notification, you will not receive a notification if the amount is *equal* to the amount chosen.

Canceling or Modifying Online Banking Bill Payment

Payments can be canceled or modified only when they are found on the Pending Payment screen. You should not, therefore, employ Online Banking Bill Payment service for payment of purchases or services unless you are satisfied that you will not need to stop a payment.

Authorization to Charge Accounts

You authorize Framingham Co-operative Bank to debit the accounts you designate for all Online Banking transactions, including the amount of any Bill Payment or Transfer that you make plus any charges for that service. You authorize us to process Bill Payments and to transfer the funds according to your instructions. It is the responsibility of the End User to be certain that the Payee Address and Account Number are correct when scheduling a payment.

You also authorize Metavante to make those Bill Payments required by check even though you have not signed the check used to make the payment.

Account Information

You may check the balances of Framingham Co-operative Bank accounts that are accessed by Online Banking.

NOTE: The balance figure may not reflect your most recent transactions, and may also include funds which may not be immediately available for withdrawal.

Other Fees

Monthly Service Fee: We may charge you a monthly service fee for use of Online Banking Bill Payment. Refer to our regularly published Fee Schedule for the applicable fees which you may be charged. We will automatically deduct any Bill Payment fees from your designated checking account beginning 30 days from the date of application, unless a different date is agreed to. We will continue to charge your account monthly on the same day (or the next business day if the due date falls on a weekend or holiday) until the service is discontinued.

Transaction Fees

The amount of transaction and other fees is listed in Framingham Co-operative Bank's Fee Schedule. The Bank's schedule of fees is available at all branches or may be requested by phone. Please refer to the most recent Fee Schedule and Truth in Savings Disclosure you were provided for important information regarding minimum balances and rates of interest paid. The Fee Schedule and Truth in Savings Disclosure is available at all branch locations and may be requested by phone.

Security Procedures

You must enter your Online Banking User ID and Password at the start of each Online Banking session. You will enter a Password to gain access to your account information. Your Password is confidential and you are responsible for keeping it confidential. You agree not to disclose or otherwise make your Password available to anyone not authorized to withdraw funds from your account. Online Banking software employs sophisticated encryption to ensure the secure transmission of data. To further insure that Online Banking transactions are kept confidential, Online Banking security system meets the requirements of the American National Standards Institute for Password security. By using Online Banking, you agree with us that Online Banking security procedures are commercially reasonable and sufficient to insure that Bill Payment and Transfer instructions or other communication we receive from you have in fact, been made by you. To determine this, you must consider the size, type and frequency of Bill Payments, transfers or other communications that you anticipate making. In short, by using Online Banking, you have determined Online Banking is secure for your purposes. If the size, type and frequency of your Bill Payments and transfers change, and because of these changes you determine that Online Banking security procedures cease to be commercially reasonable and sufficient, you must inform the Bank of this immediately. Such a determination necessarily means that you will no longer use Online Banking for any purposes. If you wish to learn more about Online Banking security, please ask us.

Documentation and Verification of Payments' Confirmation Numbers

Upon completion of a Bill Payment using Online Banking, you will be given a confirmation number. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Online Banking.

Periodic Statements

Information concerning Online Banking transactions will be shown on your regular monthly statement for the account to and from which transfers or payments are made.

We will deliver to you a statement of your account periodically. You must examine your statement promptly. If you discover or should have discovered any unauthorized withdrawal from funds in your account(s), you must immediately notify us of your discovery and provide us with all information necessary for us to determine whether the withdrawal was unauthorized. To the extent that you do not promptly notify us of any such unauthorized withdrawal, you may be liable for any loss, which is thereafter sustained which we could have prevented had you promptly notified us of the unauthorized withdrawal. You agree that you will not have acted promptly if you fail to examine your statement and report any unauthorized withdrawal to us within 60 calendar days of the date that the statement was sent to you or made available for your examination.

You agree that if you fail to provide notice to us of any unauthorized signature, alteration, forgery, or other error with respect to your account within 60 days of when we sent you the statement or made the statement available to you, you will not be able to assert a claim against us with respect to any item(s) reflected in such statement.

THE FOLLOWING SECTION CONTAINS DISCLOSURES REQUIRED BY FEDERAL AND STATE REGULATION

Liability for Unauthorized Use

You will notify the Bank immediately if you believe that your Password has become known to an unauthorized person. Notifying us by phone is the best way of keeping possible losses to a minimum.

If you believe that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

Notification of Unauthorized Transaction or a Lost or Stolen Access Device

If you believe your Password has become known by an unauthorized person or that someone has transferred money or made payments without your permission, immediately call Customer Service at (508) 820-4000.

Liability for Failure to Make Payments

If we do not send a Payment or make a Transfer on time or in the correct amount according to your instruction and in accordance with this Agreement and Disclosure, we will be liable for damages caused. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, your account does not contain sufficient funds to make the payment or transfer.
- The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable.
- Circumstance beyond our control, such as fire or flood, prevented the Payment or Transfer, despite reasonable precautions that we have taken.
- A court order or legal process prevents us from making a transfer or payment.
- You have previously reported or if we have a reasonable basis for believing that an unauthorized use of your Password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this Agreement.
- The payee does not process a payment correctly or in a timely manner.
- There may be other exceptions stated in our other agreements with you.
- If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Electronic Funds Transfer Disclosure

In Case of Errors or Questions about Your Electronic Transfers

You should telephone Framingham Co-operative Bank Customer Service at (508) 820-4000 or write Framingham Co-operative Bank, Attention: Customer Service, 828 Concord Street, Framingham, MA 01701, as soon as you can, if you think a statement is wrong or if you need more information about a Bill Payment or Transfer listed on the statement.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

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

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

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

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

You may ask for copies of the documents that we used on our investigation.

Other Problems

If you believe an error other than an electronic funds transfer problem has occurred concerning a deposit account, please call Customer Service at (508) 820-4000.

Account Information Disclosure

We will disclose information to third parties about your account and the payments or transfers you make:

- When it is necessary for verifying or completing payments or transfers, or resolving a problem relating to a payment or transfer;
- In order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agencies or court orders;
- To any subsidiary or affiliate;

- To any employee or other auditor of Framingham Co-operative Bank solely for the purpose of an official audit, accounting, or to any other person for the purpose of servicing the account relationship, including preparation of the periodic statement of account, but only to the extent actually necessary;
- To any attorney or collection agent of the Bank;
- If you give us your written permission; or
- As otherwise permitted by law, or as required by government regulations.

Recurring Deposits

If you have arranged to have deposits made to a deposit account at least once every 60 days from the same person or company, you can find out whether or not the deposit has been made through Online Banking, by logging onto www.framinghambank.com, through Telephone Banking by calling 1-888-415-9901, or by calling Customer Service at 508-820-4000.

Other Conditions

You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which you access using Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in this Agreement and Disclosure when due or if you do not comply with any of the other terms and conditions of this Agreement. You may terminate Online Banking by providing the Bank with written notice of your desire to do so.

Change in Terms

We will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

Virus Protection

You agree that we are not responsible for any electronic virus that you may encounter using Online Banking. We encourage you to routinely scan your computer and diskettes using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files, and even your hardware.

Additional Information Required by Massachusetts Law

Any documentation provided to you which indicates that an electronic funds transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.

The initiation by you of certain electronic funds transfers from your account will, except as otherwise provided in our Electronic Funds Transfer Disclosure, effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC FUNDS TRANSFER DISCLOSURE, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES, UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

Protected Consumer Use of Electronic Funds Transfers

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