



Online Banking and Online Bill Payment Agreement and Disclosures

This Agreement describes your rights and obligations as a user of Millbury Savings Bank's Online Banking Service or the Bill Payment Service ("Service" or "Services"). It also describes the rights and obligations of Millbury Savings Bank (the "Bank"). Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this Agreement, and those provided to you at account opening, in order to use these Services.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you (1) acknowledge receipt of the information listed below, (2) agree that any contract you enter into with Millbury Savings Bank for certain Online Banking Services may be in electronic form, and (3) agree that certain information relating to these Services may be delivered in electronic form.

You also acknowledge receipt of the following information and agree that:

- The Bank may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transaction you conduct using these Services.
- The Bank may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with these Services, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to these Services, we only provide these documents electronically.
- You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate these Services.
If you wish to withdraw consent to receive information electronically, to terminate these Services, or to update your information such as a change of address, or email address, you may call the Bank at (508) 865-5811, or write a letter and send it to:
Millbury Savings Bank
Attention: Customer Service
109 Elm Street
Millbury, MA 01527
- You are able to access information that is provided in the same manner as the information and these Services via the Internet.

DEFINITIONS

The following definitions apply to this Agreement:

- "Online Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Online Banking Agreement and Disclosures.
- "Online Account" is a Millbury Savings Bank account from which you will be conducting transactions using a Service.
- "Bill Payment" is the Internet-based service providing payments to third parties from your designated Millbury Savings Bank account(s).
- "Bill Pay Account" is the transaction account from which you are initiating a Bill Payment.
- "Business Day" refers to Monday through Friday, excluding holidays as determined by Millbury Savings Bank. All online transaction requests received after 7:00 p.m. EST, or on a non-Business Day, will be processed immediately, but will not appear in the online history until the following Business Day.
- "Password" is a series of numbers and letters that you select that establishes your connection to these Services.
- "Payment Initiation Date" is the date you enter into Online Banking when setting up a bill payment.
- "Time of day" references are to Eastern Standard Time.
- "We," "us" "our" or "Bank" refers to Millbury Savings Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

ACCESS TO SERVICES

Millbury Savings Bank will provide online instructions describing how to use the Online Banking Service or Bill Payment Service. To gain access to these Services you will need your Access ID and your Password.

HOURS OF OPERATION

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods, which routinely are scheduled between 12:00 a.m. and 5:00 a.m. Monday mornings.

SYSTEM REQUIREMENTS

A personal computer with Internet access, an E-mail address and a Millbury Savings Bank account are required to utilize the Online Banking Service or Bill Payment Service. Security is extremely important. Privacy is controlled through 128-bit encryption and a password to ensure only authorized access to your Bank accounts. The browser you use to access the Internet must be either Microsoft Corporation's Internet Explorer 5.5 (or greater) or Netscape's Navigator 6.0 (or greater). The preferred browser for the Online Banking Service is Internet Explorer. Millbury Savings Bank recommends that you use the latest version of the browser to ensure secure transactions and prevent the error message, "Your certificate has expired," from displaying. The Online Banking Service is certified for IBM-compatible computers but not for Macintosh computers.

USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is of paramount importance to Millbury Savings Bank. We go to great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to these Services or disclose your Password used with the Services to anyone. You agree to assume responsibility for all transactions initiated through these Services with your Access ID, up to the limits allowed by applicable law. While Millbury Savings Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their Access IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No Millbury Savings Bank representative will ever call and ask for your Access ID or Password.

IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password has been lost or stolen, call Millbury Savings Bank immediately at (508) 865-5811, between 9:00 a.m. and 4:00 p.m., Monday to Friday. Telephoning the Bank is the best way to minimize your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission.

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds among your linked checking, statement savings and money market accounts and make payments from checking, statement savings and money market accounts to loan and line of credit accounts.

NOTE: Because regulations require Millbury Savings Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

- Statement Savings Accounts. You can make no more than six (6) transfers per statement cycle by pre-authorized or automatic transfer or by telephone or Online Banking.
- Money Market Accounts. You can make no more than six (6) transfers per statement cycle by pre-authorized or automatic transfer or by telephone or Online Banking.

Initiate bill payments from your Millbury Savings Bank checking account to your designated third-party payees.

New services may be introduced for Online Banking from time to time. Millbury Savings Bank will notify you of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

BILL PAYMENT SERVICE

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Pay Account to third parties you wish to pay and who accept Bill Payment Services.

Through the Bill Payment Service, you can pay bills from your Bill Pay Account to:

- Business Payees—any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf and that has an address we can verify.
- Individual Payees—payments made to individuals, family, or friends for non-business purposes.

You may set up the following types of bill payments:

- Single Payments—a payment to be made to a payee one time.
- Recurring Payments—payments of fixed amounts to a single payee at recurring intervals (e.g., weekly, bi-weekly, monthly, bi-monthly, quarterly, annually, or semi-annually).

All payments you make will be deducted from the account you designate as your Bill Pay Account on the Payment Initiation Date. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict or limit the number of transactions processed through this Service from time to time. Further, we reserve the right to check your credit history at enrollment and obtain follow-up credit history reports at a later date.

You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court-ordered payments (e.g., alimony or child support payments). Payments, additional fees, fines, penalties or other losses associated with payments to these payees that are delayed or improperly addressed or credited are your sole responsibility.

Funds must be available in your Bill Pay Account, including overdraft lines of credit, on the scheduled Payment Initiation Date. If the Payment Initiation Date falls on a non-Business Day (i.e., Saturday, Sunday or holiday), funds must be available in your Bill Pay Account the following Business Day (i.e., Monday or the next Business Day following a holiday). After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

If your Bill Pay Account does not have sufficient available funds to make a payment as of the Payment Initiation Date, the payment will be canceled and no further attempt will be made by Millbury Savings Bank or its agent to make the transfer or payment. The Bank or its agent will attempt to notify you by e-mail or U.S. Postal Mail, but shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient available funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Bill Payment Service. In the case of recurring payments, only the payment currently scheduled will be canceled. Recurring payments scheduled for future dates will not be affected. In the event you have sufficient funds to make some, but not all, of the bill payments scheduled for a particular payment date, Millbury Savings Bank or its agent may use its sole discretion in determining which payments to complete.

You must schedule the Payment Initiation Date at least four (4) Business Days before any Payment Due Date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. 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 prior.

If the session during which you schedule a payment or transfer ends by 7:00 p.m. EST, Millbury Savings Bank will be considered to have received it on that day. Otherwise, it will be considered as received the following Business Day. For all entries made using the Service, the time recorded by the Online Banking service controls.

You may cancel or change a scheduled payment by using the payment screens in the Bill Payment Service. Payments must be changed or canceled using the Bill Payment Service prior to 7:00 p.m. EST on the Business Day the transaction will be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we will charge you a stop payment fee to stop the bill payment. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six months. If requested by Millbury Savings Bank, you will confirm any stop payment order in writing within 14 days. After six months, any stop payment will terminate and must be renewed to continue in effect. Millbury Savings Bank may pay any item that is presented following the lapse of any stop payment order.

BILL PAYMENT GUARANTEE

Millbury Savings Bank reserves the right to refuse any transaction if the Bank believes such refusal is necessary for security reasons, without any liability for damages or fees. However, if the Bank does not properly complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will reimburse you for any late payment fees or penalties you are charged up to a maximum of \$50.00 per scheduled payment. In order for you to be eligible for reimbursement, you must meet each of the following conditions:

- You must properly schedule the payment to be initiated on a date at least four (4) Business Days prior to the bill's actual due date. This means that you must initiate a single payment before 7:00 p.m. Eastern Standard Time on a Business Day at least four (4) days prior to the bill's actual due date. For recurring payments, this means that you must allow additional time for months in which weekends or holidays reduce the number of Business Days between the recurring Payment Initiation Date and the bill's actual due date.



- You must provide us with the correct Payee name, address, phone number and account information, and with the correct payment amount.
- On the Payment Initiation Date, your checking account must contain sufficient available funds, including overdraft lines of credit, to complete the payment.
- The late payment fee or penalty, or the method of its calculation, must be published by the payee prior to the bill's actual due date.
- The Service will not process any payments less than \$1.00 or greater than \$99,999.99.
- You can schedule a Payment Due Date up to a year in advance.

STATEMENTS

You will continue to receive your regular monthly account statement.

IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE

If your statement shows transfers that you did not make, notify Millbury Savings Bank immediately at (508) 865-5811, or write a letter and send it to:

Millbury Savings Bank
Attention: Customer Service
109 Elm Street
Millbury, MA 01527

If you do not notify Millbury Savings Bank within sixty (60) days after the first statement on which the problem or error appeared was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if the Bank had been notified in time.

ERRORS AND QUESTIONS

In case of errors or questions regarding an Online Banking or Bill Payment transaction, you may call Millbury Savings Bank at (508) 865-5811, or write a letter and send it to:

Millbury Savings Bank
Attention: Customer Service
109 Elm Street
Millbury, MA 01527

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

If the report is made orally, we will require that you send the complaint or question in writing within ten (10) Business Days from your initial contact. We will notify you with the results of the investigation within ten (10) Business Days after you contact us and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar days, ninety (90) days for new accounts and foreign initiated credit point-of-sale transfers, to investigate a complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days of your original contact, we may not credit your account until the investigation is completed.

If we determined that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

You agree that Millbury Savings Bank may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by the Bank shall be considered received within three (3) Business Days of the date sent by the Bank, regardless of whether or not you sign on to the Service within that time frame.

LIMIT OF MILLBURY SAVINGS BANK'S RESPONSIBILITY

Millbury Savings Bank agrees to make reasonable efforts to ensure full performance of Online Banking. The Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the Bank has no direct control. This includes, but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Millbury Savings Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Millbury Savings Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Millbury Savings Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. Millbury Savings Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Millbury Savings Bank's liability shall be as expressly set forth herein. Under no circumstances will the Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

MILLBURY SAVINGS BANK'S RESPONSIBILITY

Millbury Savings Bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Millbury Savings Bank, you do not have enough money in your account to make the transfer.
- Through no fault of the Bank, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- You have not properly followed the scheduling instructions included in this Agreement to make a transfer, or the Payee refuses the Service.
- Any payee fails to correctly account for or credit the payment in a timely manner.
- We received incomplete or inaccurate information from you or a third party involving the account or transfer.
- The payee's address or account number changes (unless you have advised us of the change three (3) Business Days in advance of the payment).
- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

ELECTRONIC MAIL (EMAIL)

If you send Millbury Savings Bank an electronic mail message through the Service, the Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe. Because normal Internet email transmissions may not be secure, the Bank recommends you not include non-public and personal information such as your Bank account numbers, Access IDs, PINs and passwords in email communications.

You should not rely on electronic mail if you need to communicate with the Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Millbury Savings Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by the Bank shall be considered received within three (3) days of the date sent by the Bank, regardless of whether or not you sign on to the Service within that time frame.

OTHER AGREEMENTS

In addition to this Agreement, you and Millbury Savings Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you received these agreements and are bound by them. You should review other disclosures received by you when you open your accounts at the Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the Bank's Fee Schedule. We will automatically deduct any fees related to this Service from your Bill Pay Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings Disclosure, Electronic Fund Transfer Agreement and Disclosure, Depositor's Agreement and Terms and Conditions of Your Account apply to this Service.

MODIFICATIONS TO THIS AGREEMENT

Millbury Savings Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

DISCLOSURE OF INFORMATION TO THIRD PARTIES/PRIVACY POLICY

A copy of Millbury Savings Bank's Privacy Policy is available upon request at any of our branches, or can be mailed to you upon request by calling the Bank at (508) 865-5811 or writing a letter and sending it to:

Millbury Savings Bank
Attention: Customer Service
109 Elm Street
Millbury, MA 01527

You can also access our Policy online by clicking on the Privacy Policy icon on the Bank Web site.

INACTIVITY/TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason, or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

In addition, we may convert your account to inactive status without additional notification if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive ninety (90) day period. If your account is considered inactive, you must contact us to have the Service re-activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Bill Payment Service, you must notify Millbury Savings Bank. Your notification should include your name, address and the effective date to stop the Service(s). When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:



- By initiating a customer inquiry through our Web site
- By calling (508) 865-5811
- By writing a letter and sending it to:
Millbury Savings Bank
Attention: Customer Service
109 Elm Street
Millbury, MA 01527

GOVERNING LAW

This Agreement is governed by the laws of the Commonwealth of Massachusetts and applicable federal law(s).

FEE SCHEDULE

Millbury Savings Bank offers the benefits and convenience of the Online Banking service to you at no monthly charge. Account research, stop payment charges and Bill Payment Services will be assessed at the rates published in the Bank's Fee Schedule and deducted from your Bill Pay Account or another account you hold at the Bank.

These fees are subject to change. Millbury Savings Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.



Convenience Services Application

I/We are applying for (check all that apply):

ATM/Debit Card
 ATM Card
 Telephone Banking
 Online Banking/Online Bill Payment

Customer Information

Name	Social Security No.	Date of Birth
Address	City, State, Zip	E-mail Address
Home Phone	Cell Phone	Mother's Maiden Name

Account Information

List each account you'd like to access through Convenience Services. Please note the following restrictions:

ATM/Debit Card: Only checking and statement savings accounts are eligible. Statement savings accounts may be accessed only via ATM.

Telephone Banking: Only checking, statement savings, and loan accounts are eligible.

Online Banking: All accounts are eligible for viewing. However, monetary transfers may be made only to checking, statement savings, and loan accounts. You cannot withdraw or deposit funds via Online Banking to a passbook savings account.

<input type="checkbox"/> Checking	Account No(s):
<input type="checkbox"/> Savings	Account No(s):
<input type="checkbox"/> Loan	Account No(s):

Account Owners' Authorization

ATM/Debit Card: I/We understand that the use of the Millbury Saving Bank ATM/Debit Card is governed by the terms and conditions set forth in the Cardholder Agreement. The closing of the account(s) that relate(s) to the card will automatically terminate the use of the card and the card must be surrendered to the Bank at the time the account(s) is/are closed. The Bank is not responsible for the failure or malfunction of any machinery connected with the card or its use. The Bank has the right to restrict the card at any time due to misuse by the cardholder. You may retain this application whether or not it is approved. You are authorized to check my/our credit history and provide information to others about your experience with me/us. The bank may close the card without additional notification if I/we do not use the card to make a transaction during any consecutive twelve (12) month period.

Telephone Banking: I/We request authorization to use Millbury Savings Bank Telephone Banking, and understand and agree to the following terms and conditions. Funds may be transferred between statement accounts only. (Passbook Savings and Certificate of Deposit accounts are not eligible.) The Bank has the right to withdraw funds from any account standing in the name of an account owner to satisfy any transaction initiated through Telephone Banking. All Telephone Banking transactions are subject to verification by the Bank. The Bank is not responsible for the failure or malfunction of Telephone Banking. The Bank has the right to restrict Telephone Banking access due to misuse. New customers may have to wait 30 days for access.

Online Banking/Online Bill Payment: I/We agree to abide by the terms and conditions of Millbury Savings Bank's Online Banking and Online Bill Payment Agreement and Disclosures. In selecting Online Bill Payment, I/we authorize Millbury Savings Bank to post Bill Payment transactions received via the internet from the Bill Payment service to the Bill Payment account selected. My/Our use of the Bill Payment service signifies acceptance of all the terms and conditions detailed in the Online Banking and Online Bill Payment Agreement and Disclosures. I/We understand that: I/We control my/our account; payments may take up to 10 business days to reach a vendor; payments may be made either electronically or by check; and I/we am/are responsible for any loss or penalty due to lack of sufficient funds or other conditions that prevent transactions from being processed to/from my/our account. The bank may convert the Online Banking or Online Bill Payment account to inactive status without additional notification if I/we do not sign on to the Service or have any transaction scheduled through the Service during any consecutive ninety (90) day period.

All account owners must sign, indicating agreement with these terms.

_____ Date

Account owner's signature

_____ Date

Account owner's signature

BANK USE ONLY

Card 1: _____	Offset No. _____	Date Ordered: _____
Card 2: _____	Offset No. _____	Date Ordered: _____
Accepted by: _____	Date: _____	
I.D. Type/Number: _____		
CS Processed by: _____	Date: _____	
Premier Processed by: _____	Date: _____	
Verified by: _____	Date: _____	
EFT sent by: _____	Date: _____	