

# Athol Savings Bank Electronic Banking Services Agreement

Please read these terms carefully. By checking "I Agree", you acknowledge that you have read and understand this agreement, and you agree to be bound by its terms and conditions. If you do not agree to these terms, do not check "I Agree" and cancel the enrollment process.

This Online Services Agreement ("Agreement") governs your use of Athol Savings Bank Online Services (as defined below). The use of Athol Savings Bank Online Services is subject to certain restrictions, including geographic limitations. Please print a copy of this Agreement for your records. By subscribing to or using, Athol Savings Bank Online Services, you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of Athol Savings Bank Online Services. If you do not agree with the terms and conditions, you may not use Athol Savings Bank Online Services.

In this Agreement, "you" or "your" refers to the person(s) subscribing to or using Athol Savings Bank Online Services; "we", "us" or "our" refers to Athol Savings Bank and any agent, independent contractor, designee, or assignee Athol Savings Bank may, in its sole discretion, involve in the provision of Athol Savings Bank Online Services.

This Agreement is in two sections. Section 1 governs enrolling as a user of Athol Savings Bank Online Services and general information about online access and electronic records. Section 2 governs users who have loans or accounts with Athol Savings Bank, including account holders who use Online Bill Pay.

## Section 1.

### Enrollment

When you enroll as an Athol Savings Bank Online Services user, you are agreeing to the terms and conditions of this Agreement and the electronic delivery of this Agreement.

Athol Savings Bank makes every effort to ensure the security of transactions and information. Therefore, as a part of the enrollment process each user will complete an online registration form which will include information that allows Athol Savings Bank to authenticate your identity.

### Electronic Records, Computer Requirements and Electronic Signatures

By enrolling in and using Athol Savings Bank Online Services, you consent to the electronic transmission of all information and records, including your financial information that would otherwise have been given in writing other than the electronic delivery of online statements and periodic disclosures. Your consent will be deemed effective for as long as you use Athol Savings Bank Online Services. You may revoke your consent by notifying us as set forth in the Termination section of this agreement. If you revoke your consent, your right to use this Web site and Athol Savings Bank Online Services will be terminated. If you change your email address, you must let us know by using one of the contact methods in the Customer Responsibility section of this agreement.

The computer requirements to use Athol Savings Bank Online Services are as follows: your personal computer, laptop, portable computer, mobile handset, tablet, Internet Service Provider web browser, any software, any telecommunications, and any related equipment referred to collectively as your "computer". We recommend that you use one of the latest commercially available browser versions to optimize Online Banking performance. You will need the most stable version of Adobe Reader software in order to read your Online Statements ("eStatements"). To retain a printed copy of your eStatements, you will also need a printer attached to your computer that is capable of printing from your internet web browser. You are responsible for the installation, maintenance, operation and

costs of your computer. By enrolling in Athol Savings Bank Online Services, you represent that your computer has the capability to receive electronic messages at the email address provided by you, that you can access and retrieve information in electronic form, and that you can either print or store those messages and information. You agree to inform us if your email address changes and provide us with your new email address. We are not responsible for any computer virus, worm, trojan horse or other similar harmful component that may enter your computer in connection with the use of Athol Savings Bank Online Services or otherwise. We will provide you with the proper Uniform Resource Locator (URL) to direct you to the location on our Web site where you may transact remote banking activities. From time to time, we may require that you upgrade or install software on your computer. You agree to promptly load any such upgrades or software to your computer upon our notification to you of such upgrade or software. In order to ensure proper operation of Athol Savings Bank Online Services, you must also have an Internet Service Provider (ISP) and a web browser that supports the level of encryption that we use. We may change these encryption requirements from time to time. If you cannot or do not want to upgrade, your consent and use of Athol Savings Bank Online Services will be terminated. We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of Athol Savings Bank Online Services. It may be necessary for us to change the scope of Athol Savings Bank Online Services from time to time. Furthermore, we reserve the right to block access to Athol Savings Bank Online Services to maintain or restore security to our Web site and systems if we reasonably believe that your User Name and Password have been or may be obtained, or are being used or may be used by an unauthorized person(s). We will attempt to provide prior notice of such interruptions, changes or denials of access, but cannot guarantee that such notice will be provided. Athol Savings Bank Online Services uses our proprietary software or the proprietary software of our licensors. If we have provided you with software to use with Athol Savings Bank Online Services, you are being granted a non-exclusive, non-transferable license to use this software only for your personal use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell, rent, sublicense, time-share or distribute any of the Athol Savings Bank Online Service's software or information or allow anyone else to do so.

Athol Savings Bank Online Services give you access to services and information from Athol Savings Bank, which may be presented with a distinctive "look and feel." These services, information and "look and feel" are proprietary property of Athol Savings Bank or its licensors.

You also agree that the information or other communication delivered to us electronically is in writing and we may treat it, as appropriate, as containing your signature.

## **Your Privacy**

Please see our Privacy Policy for details regarding the manner in which we collect and use information about you and maintain the confidentiality of your personally identifiable information. Your access or use of Athol Savings Bank Online Services constitutes your agreement to the terms and conditions of our Privacy Policy, and our use of information gathered about you in accordance with that policy. Our Privacy Policy may be revised from time to time. We may notify you of the changes by mail, email, or by posting a modified Privacy Policy that you can view through Athol Savings Bank Online Services. Your continued use of Athol Savings Bank Online Services following such notification or posting will constitute your acceptance of the revised Privacy Policy. Accordingly, please check regularly for revisions to our Privacy Policy.

## **Electronic Messaging**

Athol Savings Bank Online Services provides you with the ability to send and receive electronic messages to and from us. In general, email transmissions may not be secure. We therefore request that you do not send us or request any sensitive information from us (such as Account Numbers, User Names, Passwords, financial information, etc.) via any general or public email system. If it is necessary to send sensitive information to us please use the Secure Email service available within the Online Banking

application. Please remember that we may not immediately receive an electronic message sent by you. No action will be made on any electronic message you send us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use an electronic message to originate a bill payment, account inquiry or funds transfer. You cannot send an electronic message to any other person who also uses Athol Savings Bank Online Services.

## **Security**

Athol Savings Bank Online Services is designed to safeguard your online transactions from unauthorized use. We use multiple levels of protection: A User Identification System (User Name and Password), a process to ensure we are connected to your computer, and encryption of your information. The enhanced security enables our customers to register their identity and their personal computers with us, so that we can authenticate them upon logon; as well as enabling our customers to confirm that they are at the genuine Athol Savings Bank Web site.

Additional protection is provided by "firewalls" at our Web server location, and by policies that restrict access to your account information to only those who need to support you as a customer.

### Identification Protection

When you enroll in Athol Savings Bank Online Services, you will select a User Name and Password. Together your User Name and Password identify you as an Athol Savings Bank Online Services customer and the accounts or functions you are allowed to access. You will be asked to supply your User Name and Password each time you use Athol Savings Bank Online Services. After you provide your User Name and Password, we will make sure you are who you say you are by looking at your computer and locating the unique security key which was installed at the time of your enrollment, to help you ensure that you are connecting to Athol Savings Bank. No one can access your account information without supplying the correct User Identification information, so you should be sure to select a User Name and Password that cannot be easily guessed or figured out by others. To help safeguard your Password, you should keep it confidential. You agree not to give your Password, or make it available, to any other person. We are entitled to act on transaction instructions received using your User Name and Password, and you agree that the use of your User Name and Password will have the same legal effect as your signature authorizing the transaction.

### Encryption

Encryption is a method of scrambling your information, including your User Name and Password, so that it cannot be read by others who do not have authorization to unscramble that information. The information you enter is encrypted by your browser, and is only decrypted (unscrambled) when it reaches our Web server.

### What You Can Do To Protect Your Accounts and Information

You agree to adopt and implement all reasonable security measures to protect your accounts and information including, but not limited to, observing the following guidelines:

- Do not share your Password with anyone.
- Do not store your Password in a conspicuous place.
- It is strongly recommended that you change your password at least every 180 days.
- Log off of Athol Savings Bank Online Services when you are finished using it.
- Do not walk away from your Computer while logged on to Athol Savings Bank Online Services.
- Use anti-virus software to keep your Computer clean and free of viruses.
- Review and reconcile your Account activity on a regular, timely basis.

- Clear your browser's cache on a regular basis in order to remove copies of Web pages that may be stored temporarily on your system. (See your browser "Help" area for information on how to clear your cache.)
- Make sure you access the site directly at [www.atholsb.com](http://www.atholsb.com), instead of clicking on links in emails that may be disguised as Athol Savings Bank.

From time to time, we may provide links to or from other Internet Web sites. If you are leaving our site, we will generally inform you. You should read the other site's terms of use, privacy policy and other agreements.

### **Warranties Disclaimer**

Athol Savings Bank Online Services is provided "as is" "as available". To the maximum extent permitted by law, we expressly disclaim and you hereby waive all warranties of any kind, either express or implied without limitation, implied warranties or merchantability, fitness for a particular purpose or non-infringement of third party rights. Athol Savings Bank Online Services are not error free, and are not continuously available.

### **Damages**

In no event shall we or our Officers, Directors, Employees or Agents be liable to you for any loss including, without limitation loss of data, injury or damages, whether direct, indirect, special, incidental, exemplary or consequential, including lost profits arising out of or related to this Agreement or the subject matter herein even if we have been advised of the possibility of such loss, injury or damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you.

### **Termination**

You may terminate your use of Athol Savings Bank Online Services at any time by calling Athol Savings Bank Customer Service at (978) 249-3200 or (888) 830-3200. You may also write to Athol Savings Bank, 388 MainStreet, Athol, MA 01331. We may terminate your use of Athol Savings Bank Online Services in whole or in part, for any or no reason, at any time without prior notice. If for any reason more than one person is authorized to withdraw funds from your Account or electronically access your Account, we cannot stop that person from using Athol Savings Bank Online Services. If we terminate your use of Athol Savings Bank Online Services, we reserve the right to make no further transfers, payments or transactions from your Account, including any transfers and transactions you have previously authorized. If you do not log on to Athol Savings Bank Online Services for an extended period of time, your service may be considered inactive. We reserve the right to terminate your access to Athol Savings Bank Online Services without notification to you if it has been inactive for 180 consecutive days.

### **Section 2.**

### **TERMS AND CONDITIONS OF ATHOL SAVINGS BANK ONLINE SERVICES**

As used in this Agreement, "Athol Savings Bank Online Services" refers to the online banking activities such as applying for a loan, checking account balances, transferring money between accounts, Online Bill Payment services and any additional services we may provide in the future. "Account" means any consumer deposit account or loan that is included in your Athol Savings Bank Online Services profile.

## **Athol Savings Bank Online Services**

You may use a computer to electronically direct us to make payments from your Checking Account to third parties ("Payees") whom you have selected in advance to receive payment through Athol Savings Bank's Online Bill Payment Service. The Online Bill Payment Service is described more below. You may also use your computer to check the balance in your Accounts that are included in your Athol Savings Bank Online Services profile and to schedule transfers between eligible Accounts.

### **Balance Inquiries and Transfers**

You may use Athol Savings Bank Online Services to check the balance of your accounts and to transfer money among your eligible accounts.

- transfer funds from checking or money market to checking or money market
- transfer funds from checking or money market to savings
- transfer funds from savings to checking or money market
- transfer funds from savings to savings
- make payments from checking or money market to loan accounts with us
- make payments from savings to loan accounts with us
- get information about the account balance and transaction history of checking, money market, savings, Certificate of Deposit, and loan accounts

The balance shown online may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges.

### Transfers Between Athol Savings Bank Accounts

A money transfer request may not result in immediate funds availability because of the time required to process the transaction. If you schedule a money transfer between Accounts on a day that is not a Business Day, the transfer will not be processed until the next Business Day. If you schedule a money transfer Monday through Friday (other than a holiday), the transfer will be processed same day. If there are insufficient funds in an Account from which you are requesting a money transfer, including any available overdraft line of credit if applicable, the transfer will not be processed and you will receive notification that the transfer was rejected. Individual or daily transfers between eligible Accounts may be made in any amount not exceeding the available balance in your Account from which the transfers are made.

The closeout of an account immediately terminates the funds transfer service associated with that account.

According to Federal regulations, during any monthly cycle you may not make more than six withdrawals or transfers from your money market or statement savings accounts to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. If you make more transfers in any month or statement cycle than you are allowed to make, a fee will be charged and your privilege to make transfers may be suspended or terminated, or the account may be closed or changed to an account that allows unlimited transfers at our option. The amount of the fee is listed in the Fee Schedule. You are not limited in the number of transfers from your Checking Accounts.

## Mobile Banking Services

This section governs your ability to access Services via your mobile device ("Mobile Services"). Use of the Mobile Banking Services represents your acceptance and agreement to be bound by the terms and conditions set forth herein.

Description of Mobile Banking Services: When you access the Mobile Banking Services, you will have the ability to perform limited transactions such as:

- transfer funds from checking or money market to checking or money market
- transfer funds from checking or money market to savings
- transfer funds from savings to checking or money market
- transfer funds from savings to savings
- make payments from checking or money market to loan accounts with us
- make payments from savings to loan accounts with us
- get information about the account balance and transaction history of checking, money market, savings, Certificate of Deposit, and loan accounts
- Pay Bills for payees previously set up in Bill Pay.
- Use Text Message Banking to obtain account information that the Bank makes available.

Not all of these Mobile Banking services may be available to you or for each of your accounts.

Accessibility: You can use the Mobile Banking Services seven (7) days a week, twenty-four (24) hours a day. Athol Savings Bank does not warrant that Mobile Banking Services will be available at all times.

Apple Touch ID/Android Fingerprint ID: Apple Touch ID is an alternative login credential which is currently available on Touch ID-capable Apple devices. Android Fingerprint ID is an alternative login credential which is currently available on Fingerprint ID capable Android devices. This allows the end user to authenticate to the ASB app using the fingerprint that is stored in the device's fingerprint repository. The ASB app cannot discern between the fingerprints of individuals who are enrolled on a device nor can it determine whether a fingerprint belongs to the owner of a certain username, but rather that the fingerprint is valid and was successfully added to the device's fingerprint repository. Usernames and Passwords are not stored on the device in order to support Touch ID or Fingerprint ID. Instead, a token is stored securely in the device's Keychain that cannot be transferred to another device. Mobile Banking apps cannot access the actual fingerprint. They can only determine if the fingerprint is valid or not. A user who tries to access the app using Touch ID or Fingerprint ID and is unable to provide a valid fingerprint will be disabled for failed attempts. The user will be required to enter their device passcode to re-enable Touch ID or Fingerprint ID. If the end user changes the set of fingerprints registered on the device by adding or removing a fingerprint, the app will detect the change, disable Touch ID or Fingerprint ID, and require the user to login using a username and password. The end user can then re-enable Touch ID or Fingerprint ID after logging into the app. Touch ID and Fingerprint ID are optional features for end users with Touch ID or Fingerprint ID capable devices and may be activated and deactivated by the end user at any time.

Fees: Athol Savings Bank does not impose any fees to access the System. However, you may incur additional fees or charges from your Mobile Services provider in connection with use of the internet. In addition, standard data rates may apply from your wireless carrier.

Limitation of Liability: Athol Savings Bank is not responsible for, and you hereby release Athol Savings Bank from any and all claims or damages resulting from, or relating to any malfunction, virus or related software problems that may be associated with using the Internet, or any defects or malfunctions of your mobile phone or failures of or interruptions in any cellular or Internet services. You agree that Athol Savings Bank is entitled to act upon instructions received through the Online Services under your Security Codes and without inquiring into the identity of the person using the Security Codes.

Exclusion of Warranties: We make no representations or warranties regarding the accuracy, functionality or performance of Mobile Banking Services, or any software that may be used in connection with the same. We disclaim any express or implied warranties, including any warranties of merchantability, fitness for particular purpose or error-free operation.

## **Secure Email**

Athol Savings Bank provides a secure method for Online Banking customers to send and receive messages to and from us via Secure Email. Secure Email is accessed only from within the Online Banking application. No action will be made on any electronic message you send us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use Secure Email to originate a bill payment or funds transfer. You cannot send a Secure Email to any other person who also uses Athol Savings Bank Online Services.

## **Electronic Statement Delivery (“eStatements”)**

Athol Savings Bank’s eStatement service is available to you at no cost, and will allow you to view your current and past account statements on a secure website.

The computer requirements to use Athol Savings Bank eStatement service are as follows: 1) Internet access; 2) Online Banking through Athol Savings Bank; 3) Latest commercially available version of a secure web browser, such as Microsoft Internet Explorer, Google, Chrome or Mozilla Firefox; 4) Most stable version of Adobe Acrobat Reader; 5) A printer attached to your computer that is capable of printing from your internet web browser if you wish to retain a printed copy of your statement. If at any time the technical requirements for accessing eStatements change beyond your control you may request the delivery of your paper statements without a fee.

If you consent to eStatements, you also consent to delivery of the following categories of communications from us in electronic form:

- Periodic and annual statements you are provided in connection with the deposit accounts for which we offer, and you select, electronic delivery, whether now or in the future;
- Images of checks paid against your account(s) during the statement period, if applicable;
- Consumer disclosures, as applicable, that are required and may be provided on or with a consumer’s periodic statements, including, but not limited to, the Privacy Notice as required under Gramm-Leach-Bliley Act; the Error Resolution Notice required by the federal Electronic Funds Transfer Act and Massachusetts General Laws Chapter 167B; and the 18-65 Annual Notification;
- Notices and other communications we may send to you, including but not limited to notices regarding changes to the terms of your account, including applicable fees. Your continued use of the Services following such communication will constitute your acceptance of the revised terms.

If your account is joint with another person or persons, one joint owner’s election to receive eStatements will apply to both or all of you.

You understand that once we process your eStatement request, we will discontinue mailing printed account statements to your mailing address of record unless you withdraw your consent to eStatements.

## **Our Liability**

We agree to make commercially reasonable efforts to ensure the full performance of Athol Savings Bank Online Services. We will be responsible for acting only on those instructions we actually receive from you in accordance with the terms of this Agreement. We will not assume responsibility for losses and damages:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan) to cover the transaction or transfer.
- If online banking services were not working properly.
- If the funds are subject to legal process or other encumbrance restricting the transaction.
- If your Computer (including, without limitation, Internet access through your ISP) is not working properly.
- If you have not properly followed the instructions on how to complete the online transaction.
- If circumstances beyond our control such as: fire, flood, natural disaster, natural causes, state of emergency, earthquake, tornado, or other weather related factors, events of force majeure, interruption of business activities in the locales where our facilities are located, delay in the U.S. Mail, power shortages or failure or system failure, Acts of God, acts of so-called hackers, viruses, denial of service attacks, strikes, riots, labor disturbances, civil unrest, war and governmental restrictions.
- If there is any loss, damage or injury resulting from: (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or from deficiencies in your line quality; (iii) any defect or malfunction of your Computer; (iv) an interruption of the service provided by your Internet Service Provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services.
- If we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your User Name, Password, or Account has occurred or may be occurring.
- Except as otherwise provided by law, for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by Athol Savings Bank's Online Services.
- If we are otherwise exempted from liability under applicable laws and regulations.
- There may be other exceptions not specifically mentioned.

## **Safeguarding Security Codes and Security Procedures**

Subject to the next sections, You are responsible for all transfers, payments and other transactions using your User Name and Password on the Athol Savings Bank Online Services. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your User Name and Password by a third party. You are responsible for keeping your Password and Account data confidential.

## **Lost, Stolen or Unauthorized Use of User Name and Password**

You must tell us at once if you believe that your User Name and Password has been lost or stolen, otherwise you might lose all of the money in your accounts accessed by the User Name and Password plus your maximum overdraft line of credit, if applicable. If you believe your User Name and Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

- Call us at (888) 830-3200 or (978) 249-3200.
- Write to us at:



Athol Savings Bank  
388 MainSt  
Athol MA 01331

Telephoning us immediately is the best and fastest way of limiting your losses.

### **Limitation on Losses Suffered on Consumer Accounts Only**

Tell us At Once if you think your User Name and Password has been lost, stolen, used without your permission, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way, if any, of minimizing your possible losses. You can lose no more than \$50.00 if you fail to give us notice of your lost or stolen User Name and Password, and your User Name and Password is used without your permission.

### **Reviewing Your Statements**

#### Information Concerning Electronic Funds Transfer

Athol Savings Bank offers as a service a program of preauthorizing the receipt and/or transfer directly into or out of your account electronically. The most widely used aspects of this service are the direct deposit of preauthorized credits such as social security, retirement and payroll checks and the preauthorized payment of insurance premiums. Additional EFT services may include automated teller machines, cash dispensers, telephone banking, online banking, electronic check conversion, rewired check charge, and a variety of terminals not located at Athol Savings Bank which make it possible for you to perform financial transactions at other locations. If you participate in an electronic funds transfer program, both you and Athol Savings Bank have certain rights, liabilities and responsibilities as outlined below and elsewhere in this Agreement..

**In case of errors or questions about your electronic transfers or payments**, call or write us at the telephone number or address listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

- Call us at (888) 831-3200 or (978) 249-3200.
- Write to us at:  
Athol Savings Bank  
388 MainSt  
Athol MA 01331

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

- Tell us your name and Account Number.
- Describe the error you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do

this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

You may ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

### **Disclosures of Account Information to Third Parties.**

We will only disclose information to third parties about your Accounts, Loans or the transactions you make:

- In order to process your transactions
- In order to maintain your account(s)
- In order to respond to court orders and legal investigations
- In order to report to credit bureaus
- In order to offer our products and services to you
- Where otherwise required or permitted under state or federal laws and regulations or as permitted under our Privacy Policy

### **Statements/Notices**

This Agreement is the complete and exclusive agreement between you and us related to Athol Savings Bank Online Services and supplements any other agreement or disclosure related to your Checking Account or other Accounts including the Deposit Account Disclosures (which contains the Deposit Account Agreement, our policy on Your Ability to Withdraw Funds, and the Electronic Funds Transfers Agreement and Disclosures). In the event of a conflict between this Agreement and any other agreement or disclosures related to your Checking Account or other Accounts or any statement by our employees or agents, this Agreement shall control.

### **Waivers**

No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise therefore or the exercise of any other right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

### **Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

### **Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws and principles.

### **Amendments**

We may amend or change any of the terms and conditions of this Agreement at any time and we will give reasonable notice in writing or by any other method permitted by law. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and terminate your use of Athol Savings Bank Online Services. Notwithstanding the foregoing, we may amend or change the term(s) or condition(s) without prior notice to you if the change does not result in higher fees, more restrictive service use, or increased liability to you.

### **Fees**

Fees may change over time. You are also responsible for all telephone, cable, satellite, or other telecommunications charges incurred in connecting to Athol Savings Bank Online Services and for charges by any Internet Service Provider providing connection to the Internet.

### **Purchase Rewards -- End User License Agreement**

**In addition to the above content, if you decide to use the Purchase Rewards application, you acknowledge and agree to the following terms and conditions of service.**

**LICENSE GRANT AND RESTRICTIONS.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the the Purchase Rewards application to benefit from your debit card purchases.

In addition to the Purchase Rewards, the term "Service" and "Purchase Rewards" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Purchase Rewards if and when they are made available to you by us or by our third party vendors. Certain Service and Purchase Rewards may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Purchase Rewards program; (iii) permit any third party to benefit from the use or functionality of the Service or Purchase Rewards, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or any services provided in connection with them, prevent access to or the use of the Service, Purchase Rewards, or any services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Purchase Rewards, or any services provided in connection with them except as expressly allowed under this Section 1.

**OWNERSHIP.** The Service and Purchase Rewards are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**YOUR INFORMATION AND ACCOUNT DATA WITH US.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Purchase Rewards, or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Purchase Rewards, or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Purchase Rewards, or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Purchase Rewards, or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, or Purchase Rewards, or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**PURCHASE REWARDS OFFERS.** If you decide you wish to participate in the Purchase Rewards application, you acknowledge and agree to the following terms and conditions of service.

Purchase Rewards. You will earn rewards for your participation in the Purchase Rewards program based on total purchases. If you participate in the Purchase Rewards offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all Purchase Rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards deposit account which is associated with the Purchase Rewards program.

Purchase Rewards Offers Account. You must use the debit card associated with the Purchase Rewards account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided “as is” and “as available”.
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

## **Personal Financial Management Tools**

**YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called “aggregation”). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, “Financial Account Data”). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction,

implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**THIRD PARTY SERVICES.** In connection with your use of the Service, Purchase Rewards, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**THIRD PARTY WEBSITES.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Purchase Rewards, or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**EXPORT RESTRICTIONS.** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

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

### **SERVICE DEFINITIONS**

"Service" means the Bill Payment Service offered by Athol Savings Bank, through CheckFree Services Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" 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 Payee (such as, but not limited to, Payee name, Payee 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 Payee 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 Payee 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**

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee 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 should 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 Payees 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**

By providing the Service with names and account information of Payees 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 Payee 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 Payee, 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 Payee; 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 Payee 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 Payee 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 Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft 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 Payees 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 Payees 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 Payee - 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 Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

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

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 Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee 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 Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(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 Payee 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 Payee 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 Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

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

## **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) 249-3200 during customer service hours.

## **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) 249-3200 during customer service hours;
2. Contact us by using the application's e-messaging feature; and/or,
3. Write us at:

Athol Savings Bank-Bill Pay

388 Main Street

Athol, MA 01331

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 Payee;
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 will not be completed. In some instances, you will receive a return notice from the Service. In 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 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.

### **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) 249-3200 during customer service hours; and/or
2. Write us at:

Athol Savings Bank

388 Main Street

Athol, MA 01331

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.

### **PAYEE LIMITATION**

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee 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 Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, 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. **If your account was added online the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you in order to verify ownership of the Payment Account(s) and/or Billing Account.** 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 Payee 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.

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.

OTHER: If the Service is not used for six months then Athol Savings Bank may terminate the Agreement.

## **Privacy Policy**

At CheckFree Services Corporation, a subsidiary of Fiserv Solutions, Inc. ("CheckFree"), we know privacy is important to you. It is also vital to our business. This Privacy Policy describes the types of "Personal Information" (information that is identifiable to a particular person) that we collect in connection with products and services offered through the website at [www.atholsb.com](http://www.atholsb.com) (the "Site"), and explains how we safeguard your privacy as a user of those products and services. For more details on what your rights and obligations are when using the products and services offered on the Site, please refer to the Terms & Conditions found on the Site.

## **Coverage**

CheckFree offers many products and services, some of which are available through other organizations such as banks, credit unions, brokerage firms, Internet portals, and others. This Privacy Policy applies only to electronic billing, electronic payment, and other products and services offered by CheckFree through the Site. CheckFree products and services offered through other organizations comply with the Privacy Policies of those organizations.

## **What Types of Personal Information We Collect**

The Personal Information that CheckFree collects from or about you may include:

1. Contact Information such as name, postal address, and e-mail address;
2. Account numbers and other information on bills you would like to view online;
3. Information about bank checking accounts and credit card accounts, if you decide to make payments from those accounts through the Site;
4. Information maintained about you by consumer reporting agencies, including credit bureaus; and
5. Information to help verify your identity and authenticate your access to your information, products and services at the Site, including a password, secret question and secret answer.

## **How We Collect Your Information**

CheckFree may collect Personal Information about you from the following sources:

1. Your enrollment applications, or similar forms;
2. Your use of the Site and the products and services offered through it, including data transmitted to CheckFree through cell phones and other mobile devices;

3. Companies that provide content, such as electronic bills, to the Site, or that use CheckFree's electronic billing and/or electronic payment services at their sites;
4. Consumer reporting agencies; and
5. Other sources, as allowed by law.

### **Cookies and Other Related Issues**

When you visit the Site, we receive certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring website addresses. This data does not identify you uniquely. However, it is used to assist in "authenticating" who you are when you access the Site.

We may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the products and services offered through it. This data is used to make the site design more efficient.

Like most websites, the Site also uses "cookies," which are small text files placed on your computer by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site (such as when you are going through the authentication process or using webchat), but a few are "persistent" cookies that stay on your hard drive and are read by the web server when you return to the site. The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you will not be able to sign in or use other interactive features of the Site that depend on cookies.

### **How We May Use and Disclose Your Personal Information**

Athol Savings Bank treats your Personal Information as confidential. Athol Savings Bank does not sell or rent your Personal Information. Athol Savings Bank does not share your Personal Information in a manner that differs from what is described in this Privacy Policy without your prior consent. We may use and disclose your Personal Information for the following purposes, including limited disclosures to nonaffiliated third-party service providers performing services on our behalf, and to certain other non-affiliated entities as described below:

1. To complete transactions and render products and services authorized by you (such as sharing the information with an electric company or other biller as necessary to allow the biller to authenticate you, to pay a bill, and to send messages to you related to the authorized products and services);
2. To send you information about additional products and services that have been or will be offered through the Site by Athol Savings Bank and others; although you may opt out of receiving commercial email marketing messages from Athol Savings Bank by following the opt-out processes described in those messages;
3. To perform fraud screening, to verify your identity, determine your credit history, collect on accounts, furnish delinquent account information to credit reporting agencies, and verify the information contained in your account (such as sharing information with a credit reporting agency during the account enrollment process);
4. To comply with laws and regulations, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend Athol Savings Bank from claims, and to protect Athol Savings Bank's rights and property, and as otherwise permitted by applicable law; and

5. As otherwise authorized by you.

### **Access to Your Information**

You may review and update the Personal Information maintained about you in the "My Profile" section of the Site at any time to ensure that it is accurate and up-to-date.

### **How We Keep Your Information Secure**

To ensure that your Personal Information remains confidential, CheckFree uses Secure Sockets Layer (SSL) technology to transmit and receive your Personal Information in an encrypted form.

Additionally, we maintain physical, electronic, and procedural safeguards to help prevent unauthorized access to your Personal Information. We update and test our technology frequently to improve these protections and to ensure the integrity of your Personal Information.

CheckFree has policies and procedures that limit employee access to your Personal Information to those with a business reason to have such information. We educate our employees about the importance of confidentiality and customer privacy, and we take appropriate disciplinary measures to enforce our privacy practices.

### **Protection for Former Customers**

We treat the Personal Information of our former customers with the same care and respect as that of our current customers.

### **Compliance with Applicable Laws**

CheckFree complies with applicable laws and regulations pertaining to information about you, including U.S. federal laws pertaining to "nonpublic personal information" and "consumer report information." CheckFree uses and discloses those types of information only as permitted by applicable law and described in this Privacy Policy.

### **Keeping Up to Date with Our Privacy Policy**

The most current Privacy Policy is kept posted on the Site. For a printed copy of the most current Privacy Policy you may contact us by mail, by telephone, or by e-mail at the addresses listed below.

### **Contacting Us**

At CheckFree, your privacy and the protection of your Personal Information are central to our business. Our products and services are developed with your privacy and security as a priority. If you have any questions about this Privacy Policy, please contact us in one of the following ways:

In writing: CheckFree Services Corporation  
ATTN: Privacy Management  
4411 East Jones Bridge Road  
Norcross, GA 30092  
E-mail: [privacy@customercenter.net](mailto:privacy@customercenter.net)  
Telephone number: 1-800-564-9184