



Online Banking Terms and Conditions Agreement

This Agreement describes your rights and obligations as a user of the Online Banking Service (Winter Hill Bank's *CustomServe eBanking Service*) or the Bill Payment Service (Winter Hill Bank's *CustomServe ePay Banking Service* ("Service" or "Services"). It also describes the rights and obligations of Winter Hill 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 this Service.

1. CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with the Bank for the provision of certain Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

- * We 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 transactions you conduct using the Service.
- * We 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 the Service, electronically as a part of the Agreement or otherwise as a part of the Service. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we may provide these documents electronically or by mail.
- * You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, your withdrawal of consent will terminate all the Services.
- * If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call the Bank at 1-800-444-4300, or write a letter and send it to:

Winter Hill Bank
Attn: IB Support
Operations Center
371 Summer Street
Somerville, Mass. 02144

* You are able to access information that is provided in the same manner as the information and the Services via the Internet.

2. DEFINITIONS

The following definitions apply in this Agreement.

“Application” refers to the Bank’s Online Banking Application.

"Bill Pay (ePay) Account" is the transaction account from which you are initiating a Bill Payment.

"Bill Payment" (ePay) is the Internet-based service providing payments to Winter Hill Bank or to third parties from your designated Winter Hill Bank account(s).

"Business Day" refers to Monday through Saturday, excluding holidays as determined by the Bank. All Online transaction requests received after 9:00 PM Eastern Standard Time Monday through Friday, or after 6:00 PM Saturday, or on a non-Business Day, will be processed immediately, but will not appear in the online history until the following Business Day.

“Customer” means either an account holder or authorized business signer of a Winter Hill Bank deposit account.

"Online Account" is a Winter Hill Bank account from which you will be conducting transactions using a Service.

"Online Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Online Banking Terms and Conditions Agreement.

"Password" is a series of numbers and/or letters that you select after the initial sign-on, that establishes your connection to the Service. The Bank will provide you with a code for use during the initial sign-on process.

"Time of day" references are to Eastern Standard Time.

"We," "us" "our" or "the Bank" refer to Winter Hill Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

“You or “Your” refer to each person that requests or is authorized to receive or use the Service.

3. ACCESS TO SERVICES

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

For Consumer Accounts Only:

An Application must be completed by an account holder(s) (Refer to Section 4, Joint Accounts, Accounts for Consumers).

For Business Accounts Only:

An Application must be completed by an authorized signer(s) of a sole proprietorship, corporation, association, partnership or other business entity as applicable (Refer to Section 4, Joint Accounts, Accounts for Businesses and Other Entities).

4. JOINT ACCOUNTS

Accounts for Consumers:

If your account is a joint account, a request for Online Banking Services from one account holder will be deemed a request from all account holders and each of you agrees that any account holder has the authority to use the Online Banking and Bill Payment Service. All account holders agree to be jointly and severally liable under the terms of the Online Banking Agreements and all other agreements that govern your account.

Accounts for Businesses and Other Entities:

If the customer is a corporation, unincorporated association, partnership, limited liability company, business trust, sole proprietorship or other non-consumer entity, whether or not organized or operated for profit, each person signing a Winter Hill Bank signature card or signature form or other account documents shall be deemed to represent and agree that (1) such person(s) is fully authorized to execute all documents in the capacity or capacities stated in the documents, (2) such person(s) has furnished all documents necessary to evidence such authority; and (3) such person(s) will furnish any other documents reasonably required by Winter Hill Bank in such form as the Bank may request from time to time. Winter Hill Bank shall not be required to recognize any resolution affecting the account that is not on a form provided by the Bank. Any changes in the authorized signers will not be effective against Winter Hill Bank until said changes are confirmed and electronically entered to the Bank's data base. If Winter Hill Bank is unable to confirm the changes we may, at our discretion, decide not to recognize the changes.

5. 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 10:00 PM and 4:00 AM Sunday to Monday mornings, and between 12:00 AM and 6:00 AM Wednesday to Thursday mornings.

6. USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is of paramount importance to the Bank. We go through 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 the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Winter Hill Bank User-ID, up to the limits allowed by applicable law. While the Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their User-IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. If you give your Password to any other person, you will be deemed to have authorized that person to access any of your accounts listed in the Online Banking

Service. The Bank will not be liable to the Customer for any loss, damage or expense arising from access to an account by an authorized user and the Customer hereby agrees to indemnify and keep the Bank harmless against all actions, claims or demands arising from actions of an authorized user. No Winter Hill Bank representative will ever call, email or write and ask for your Access ID or User Password.

7. IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password has been lost or stolen, call the Bank immediately at 1-800-444-4300, between hours of 8:30 AM - 4:30 PM Monday thru Friday. Telephoning the Bank is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password.

For Consumer Accounts Only:

If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00.

8. 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, savings and money market accounts, based on the depository account signer(s) social security number or, if a business entity, the federal tax identification number or social security number.
- * Initiate bill payments to Winter Hill Bank loan and line of credit accounts.

New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence 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.

9. TRANSACTIONS RESTRICTIONS

Federal Regulations require the Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

*Money Market Deposit Account-- You can make no more than six (6) transfers or withdrawals by means of a preauthorized, automatic, or telephone transfer to another account of yours or to a third party by check, debit card or similar order to a third party during any statement cycle.

10. STATEMENTS

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

11. IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE

If your statement shows transfers that you did not make, notify the Bank immediately at 1-800-444-4300, or write a letter and send it to:

Winter Hill Bank
Attn: IB Support
Operations Center
371 Summer Street
Somerville, Mass. 02144

If you do not notify the Bank within sixty (60) days after the statement 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.

12. ERRORS AND QUESTIONS

In case of errors or questions regarding an Online Banking or Bill Payment transaction, you may call the Bank at 1-800-444-4300, or write a letter and send it to:

Winter Hill Bank
Attn: IB Support
Operations Center
371 Summer Street
Somerville, Mass. 02144

For Consumer Accounts Only:

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; and
- * The date on which it occurred.

If the report is made orally, we may 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 to investigate a complaint or question. If this occurs, we will provisionally 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 from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns a transaction that occurred during the first 30 days after the first deposit to the account was made (New Accounts), the applicable time periods are 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there is no error, we will send you a written explanation and we may revoke any provisional credit previously provided to you. You may request copies of the documents that were used in the investigation.

You agree that the 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.

For Business Accounts Only:

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; and
- * The date on which it occurred.

You must notify us immediately if you discover any unauthorized transactions or errors, and must send us a written notice of the problem within 14 days from the date of discovery of the problem.

13. LIMIT OF THE BANK'S RESPONSIBILITY

The 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. The 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 the 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.

The 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. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software, including but not limited to, errors, failures and/or malfunctions due to computer viruses.

The limit of the 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.

14. THE BANK'S RESPONSIBILITY

The 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 the 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 or transfer cancellation 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 to make a transfer or the payee refuses the service.
- * For the failure of any payee to correctly account for or credit the payment in a timely manner

- * We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- * For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance)
- * 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.

15. ELECTRONIC MAIL (EMAIL)

If you send the Bank an electronic mail message, the Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

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 the 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.

16. OTHER AGREEMENTS

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the Bill Payment Service Agreement as well as any other 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 have received these agreements and intend to be 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 Schedule of Fees accompanying those disclosures. We will automatically deduct any fees related to the Bill Payment 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, Schedule of Fees, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

17. MODIFICATIONS TO THIS AGREEMENT

The 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 or by US Postal Service 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.

18. DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY

A copy of the Bank's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling the Bank at 1-800-444-4300 or writing a letter and sending it to:

Winter Hill Bank
Attn: IB Support
Operations Center
371 Summer Street
Somerville, Mass. 02144

You can also access our Privacy Policy online by clicking on the Privacy Policy link on the Bank's Website at www.winterhillbank.com.

19. INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the Bill Payment Service Agreement as well as any agreements 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.

If you are not paying a monthly service charge for the Online Banking Service, we may convert your account to inactive status if you do not sign on to the Online Banking Service or have any transactions scheduled through the Online Banking Service during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Online Banking Service activated before you will be able to schedule any transactions. This inactive status will also result in the suspension of your Bill Payment Service.

To cancel the Online Banking and/or Bill Payment Service, you must notify the Bank. Your notification should include your name, address and the effective date to stop the Service(s). When Bill Payment Service 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 1-800-444-4300
- * By writing a letter and sending it to:

Winter Hill Bank
Attn: IB Support
Operations Center
371 Summer Street
Somerville, Mass. 02144

20. SERVICE USE RESTRICTIONS

If you are not using the Online Banking Service primarily for personal, family or household purposes, paragraphs including, but not limited to, Sections 7 and 12, For Consumer Accounts Only, do not apply. In addition, you agree that you are responsible for all payments and transfers made using your Password, even if you claim you never requested or received a Password or if the person using your Password was not authorized to do so.

The use of the Bill Payment Service (*ePay*) is specifically limited to personal, family, and/or household purposes. Business use is strictly prohibited. Misrepresentation by you of your enrollment status shall void any rights and protections provided to you under this agreement.

21. GOVERNING LAW

This Agreement will be governed by and interpreted in accordance with Federal law and Regulation, and to the extent no such Federal law or Regulation exists, by the laws of the Commonwealth of Massachusetts. In the event it is necessary to file suit, jurisdiction shall be exclusively in Massachusetts, with venue in Middlesex County.

22. SEVERABILITY

In the event any one or more of the provisions of this Agreement are, for any reason, held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

23. ASSIGNMENT

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other third party. The Winter Hill Bank customer hereof may make no assignment without the prior consent of the Bank.

24. FEE SCHEDULE

The Bank offers the benefits and convenience of the Online Banking service to you at no monthly charge. However, other fees including but not limited to, account research, stop payment charges and bill pay services (*ePay*) may be assessed at the rates published in the bank's Schedule of Fees brochure.

Last Revised: November 09, 2011