



## ONLINE BANKING SERVICE AGREEMENT

This Agreement describes your rights and obligations as a user of the Online Banking Service and all other services made available online by Winchester Savings Bank (the "Service" or the "Services"). It also describes the rights and obligations of Winchester Savings Bank. Please read this Agreement carefully. As an authorized account holder, you are bound and must abide by the terms and conditions of this Agreement. If you do not agree to these terms, do not complete your registration for the Services or use the Services.

Your use of the Services is also governed by Winchester Savings Bank's disclosures concerning Electronic Funds Transfers, a copy of which was provided to you at the time of account opening. You may obtain a copy of these disclosures by asking us.

### CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By enrolling in the Service, you (1) acknowledge your receipt of this Agreement, (2) agree that any agreement you enter into with Winchester Savings Bank for the provision of any of the Services may be in electronic form, and (3) agree that certain information that may be delivered in connection with the Services may also be in electronic form.

You also agree that:

- \*You will check your email regularly for notices or other communications from Winchester Savings Bank in connection with the Services.
- \*You will provide accurate, current and truthful registration information and contact information (including your email address) to Winchester Savings Bank and that you will keep this contact information up-to-date.
- \* We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept this Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transaction you conduct using the Service.
- \* We may provide you with revisions and amendments to this 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 Services, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of this Agreement or any information provided to you in relation to the Services, we only provide these documents electronically.
- \* You have a right at any time to withdraw, without charge, your consent to receive information electronically. However, because the Agreement and the notices and other communications we send to you are provided only in electronic format, 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 Winchester Savings Bank at 781-729-2130, or write a letter and send it to:

Winchester Savings Bank  
Attention: Deposit Operations  
661 Main St  
Winchester, MA 01890

## DEFINITIONS

The following definitions apply in this Agreement.

**"Access ID"** means the login name selected by you to be used in conjunction with your Password for identification purposes in connection with the use of the Services.

**"Account"** means a checking, savings, certificate of deposit or money market account that you maintain at Winchester Savings Bank for personal and household use. "Account" also includes any loans you may have with us such as installment loans, mortgage loans and lines of credit.

**"Business Day"** refers to Monday through Saturday, excluding holidays as determined by Winchester Savings Bank. All Online Banking transaction requests received after regular banking hours or on a non-Business day, will be processed immediately, but may not appear in the online history until the following Business Day.

Winchester Savings Bank Regular Banking Hours (subject to change by us without notice to you other than as required by law): Monday through Friday, 8:00 a.m. – 4:00 p.m. (EST) ; Saturday, 9:00 a.m. –12:30p.m. (EST)

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

**"Online Bill Payment Service"** is our service that allows you to make payments to designated payees based upon your online instructions to us using the Service.

**"Online Account"** or "Account" is a Winchester Savings Bank account that you use to conduct transactions using the Services.

**"Password"** is a series of numbers, special characters and/or letters that you select after the initial sign-on that is used to access the Service(s). Winchester Savings Bank will provide you with a code for use during the initial sign-on process.

**"Winchester Savings Bank"**, "we," "us" or "our" refer to Winchester Savings Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

## ACCESS TO SERVICES

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

## HOURS OF OPERATION

The Service(s) are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, or other circumstances beyond our control. When this occurs, the Service will not be available.

## USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is of paramount importance to Winchester Savings Bank. We make efforts to protect the confidentiality and security of your Accounts, and urge you to do the same. You agree not to allow anyone to gain access to the Services using your Password and Access ID or to let anyone know your Password. You agree to assume responsibility for all transactions initiated through the Services using your Access ID and Password, up to the limits allowed by applicable law. While Winchester Savings Bank continues to provide our

customers with a level of online security we believe appropriate, customers who share their Access IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No representative from Winchester Savings Bank will ever call or email and ask for your Access ID or Password; however, if you contact Winchester Savings Bank you may be asked for your Access ID and other personal information to verify your identity.

### **LOST OR STOLEN PASSWORD; UNAUTHORIZED TRANSFERS**

If you believe your Password has been lost or stolen or used without your permission, call Winchester Savings Bank immediately at 781-729-2130. Telephoning us is the best way of minimizing your losses. **DO NOT USE EMAIL TO NOTIFY US.** You may also restore the security of your Service by immediately changing your Password. You can lose no more than \$50.00 if your Password is used without your permission.

If your account statement shows transfers or other transactions that you did not make, notify Winchester Savings Bank immediately at 781-729-2130, or write a letter and send it to:

Winchester Savings Bank  
Attention: Deposit Operations  
661 Main St  
Winchester, MA 01890

If you do not tell us within 60 days, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend this period as required by applicable law.

### **BANKING TRANSACTIONS WITH ONLINE BANKING**

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

1. Transfer funds up to your available account balance between your checking, statement savings, and money market account(s) with us
2. Transfer funds up to your available account balance from your Home Equity Line of Credit to your checking, statement savings, and money market account(s) with us
3. Transfer funds from your checking, statement savings, and money market account(s) with us to your passbooks savings account (s) with us
4. Make payments (up to your available account balance) from your checking, statement savings, or money market to your loan account(s) with us
5. Make payments from your checking account to third parties
6. Make transfers from your checking account with us to your account(s) at other institutions
7. Get information about (a) the account balance of your checking, statement savings, passbook savings, money market, or certificate of deposit account(s); and (b) - The last 16 months of history for your deposit accounts

\* Limitations and Restrictions. Dollar limitations may apply. Please contact the Bank if you have questions about a particular transfer transaction. You may make no more than six (6) transfers per statement period from Statement Savings and Money Market Accounts by pre-authorized or automatic transfer, or by telephone or Online Banking.

New services may be introduced for Online Banking from time to time. Winchester Savings 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.

## **ONLINE BILL PAYMENT**

You may pay bills to third parties online from your checking account. (Refer to Terms and Conditions for Online Bill Pay).

## **STATEMENTS**

You will continue to receive your regular account statements either by mail or, if you enroll in our eStatement Delivery Service, electronically.

## **ERRORS AND QUESTIONS**

In case of errors or questions regarding an Online Banking or Online Bill Payment transaction, you may call Winchester Savings Bank at 781-729-2130, or write a letter and send it to:

Winchester Savings Bank  
Attention: Deposit Operations  
661 Main St  
Winchester, MA 01890

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

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

If the report is made to us 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 we 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 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, the applicable time periods are 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

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

You agree that Winchester Savings Bank may respond to you by email with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by Winchester Savings Bank shall be considered received within three (3) Business Days of the date sent by Winchester Savings Bank, regardless of whether or not you sign on to the Service within that time frame. We will use the email address that appears in our records. If you change your email address, you are responsible for providing us with your new email address.

## LIMIT OF WINCHESTER SAVINGS BANK'S RESPONSIBILITY

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

Any information you receive from Winchester Savings Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Winchester Savings 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.

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

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

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

## WINCHESTER SAVINGS BANK'S RESPONSIBILITY

Winchester Savings Bank will be responsible for your losses, as allowed by law, if they were directly caused by our failure to complete or cancel an Electronic Funds Transfer as properly requested by you.

However, we will **NOT** be responsible for your losses if:

- \* through no fault of Winchester Savings Bank, you do not have enough money in your account to make the transfer.
- \* through no fault of Winchester Savings Bank, the transaction would have caused you to exceed your available credit.
- \* circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- \* there is a hold on your account, or if access to your account is blocked in accordance with bank 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 Winchester Savings Bank immediately.
- \* you have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the payee refuses the payment.
- \* if any payee fails 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.
- \* the payee's address or account number changes and you do not provide timely notice to us of the change.
- \* 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, any applicable deposit account agreement, 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, even if we are informed of the possibility of such damages.

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

## **ELECTRONIC MAIL (EMAIL)**

**If you send Winchester Savings Bank an electronic mail message through the Service, Winchester Savings 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 Winchester Savings 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 Winchester Savings Bank may respond to you by electronic mail with regard to any matter related to the Services, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Winchester Savings Bank shall be considered received within three (3) days of the date sent by Winchester Savings Bank, regardless of whether or not you sign on to the Service or check your emails within that time frame.

## **ALERTS/MESSAGES**

Online Banking alerts allow you to set up automated alert events based on criteria you select. Alerts may be sent via email or in an online message within Online Banking, or both. Email alerts will be sent to the email address you provide in creating the alert. If you change your email address, you are responsible for updating the alerts you have already set up with your new email address. You agree that:

- We may add or remove types of alerts from time to time.
- Alerts may be delayed or prevented for a variety of reasons beyond our control and we cannot guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert, or for any actions taken or not taken by you or anyone else in reliance on an alert.
- The Bank will never include your password or full account number in an email alert; however, alerts may include your name and some information about your accounts.

## **OTHER AGREEMENTS**

In addition to this Agreement, you and Winchester Savings Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Online 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 Winchester Savings Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. We will automatically deduct any fees related to this Service

from your Bill Pay Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

## **MODIFICATIONS TO THIS AGREEMENT**

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

## **CONFIDENTIALITY**

We will not disclose any information about you or your Account to any person, organization, or agency except:

- 1.) for certain routine disclosures necessary for the completion of a transfer;
- 2.) for verification of the existence and condition of your Account for a credit bureau or merchant;
- 3.) to persons authorized by law in the course of their official duties;
- 4.) to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties; or
- 5.) pursuant to a court order or lawful subpoena;
- 6.) to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- 7.) by your written authorizations which shall automatically expire 45 days after our receipt of your authorization.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

## **TERMINATION**

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

To cancel the Online Banking and/or Online Bill Payment Service, you must notify Winchester Savings Bank in writing. Your notification should include your name, address and the effective date to stop the service(s). When Online Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. These written requests should be mailed to:

Winchester Savings Bank  
Attention: Deposit Operations  
661 Main St  
Winchester, MA 01890

## **GOVERNING LAW**

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

## **FEE SCHEDULE**

Winchester Savings Bank offers the benefits and convenience of the Online Banking Service to you at no charge. Account research, stop payment charges and other fees will be assessed at the rates published in Winchester Savings Bank's Schedule of Service Charges and deducted from your Bill Pay Account or another account you hold at Winchester Savings Bank.

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

## **INTERNAL ACCOUNT TO ACCOUNT TRANSFERS TERMS OF SERVICE**

You may transfer between your deposit Accounts for which you have ownership rights.

You may also transfer from an Account to any other Winchester Savings Bank account as long as you have accurate account information. You may not withdraw funds from any account for which you do not have ownership rights. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information provided by you.

## **EXTERNAL ACCOUNT TO ACCOUNT TRANSFERS TERMS OF SERVICE**

Transfers between your accounts at Winchester Savings Bank and accounts at other financial institutions are processed by Automated Clearing House (ACH) debits and credits. Accounts at other financial institutions must be either checking or savings accounts and must be in your name. Transfers on a Business Day prior to 3:00 pm will be processed that Business Day. Transfers after 3:00 pm on a Business Day and transfers on a non-Business Day will be processed on the next Business Day. Funds will be available for your use as soon as we receive the funds.

### **1. Description of Service, Authorization and Processing.**

(a) This Service allows you to transfer funds: between your Account(s) that you maintain with us (each, an "Eligible Transaction Account") and your account(s) that are maintained by other financial institutions (each, a "Recipient Account"). In connection with any transfer that you request using the Service, you represent and warrant that you are either the sole owner or a joint owner of both the Eligible Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the Recipient Account. If you are a joint owner of the Eligible Transaction Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to undertake transactions in such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts including all funds) and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the Recipient Account is located in the United States.

(b) When we receive a transfer instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account as described below in Section 1.5 (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the Recipient Account designated by you and to debit your applicable Account as described below in Section 1.5. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to insufficient funds.

(c) We will use reasonable efforts to make all your transfers in accordance with your instructions. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:



1. If, through no fault of ours, the Eligible Transaction Account or Recipient Account, as applicable, does not contain sufficient funds to complete the transfer;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 1.6 below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or Recipient Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

(d) It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**1.2. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Online Banking website to view your individual transaction limits. We also reserve the right to select the method by which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

**1.3. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**1.4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the Schedule of Service Charges.

**1.5. Service Fees and Additional Charges.** Applicable fees will be disclosed in the Schedule of Service Charges. Any 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.

**1.6. Refused Transfers.** We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

**1.7. Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

## MOBILE BANKING TERMS AND CONDITIONS

1. By enrolling in Winchester Savings Bank's Mobile Banking service ("Mobile Banking") and installing any software necessary to utilize Mobile Banking (the "Software"), you agree to the terms and conditions of this Addendum. This Addendum supplements Winchester Savings Bank's Online Banking Service Agreement and any agreements that apply to accounts that you access using Mobile Banking.
2. Mobile Banking is a financial information management service that allows you to access your Winchester Savings Bank account information, make payments to payees and make such other banking transactions as are described on our website. To utilize the Mobile Banking, you may be required to install the Software on your compatible and supported mobile phone and/or other wireless device (each, a "Wireless Device"). Once you have enrolled for Mobile Banking through our online banking service and installed any required Software, designated accounts linked to your Login ID will be accessible through your Wireless Device. We reserve the right to modify the scope of Mobile Banking at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some wireless networks.
3. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems using Mobile Banking. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Software. We may modify Mobile Banking from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you that you understand how to use Mobile Banking as modified. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking or your Wireless Device.
4. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Verizon, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking, which may include downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems directly with your mobile service provider without involving us.
5. Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, and non-assignable license (the "License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a different Wireless Device, you may be required to download and install the Software to that different Wireless Device. This License shall be deemed revoked immediately upon (i) your cancellation of Mobile Banking; (ii) termination of your access to our online banking services; (iii) your deletion of the Software from your Wireless Device; or (iv) our written notice to you at any time, with or without cause. You agree to promptly delete the Software from your Wireless Device if this License is revoked for any reason.
6. You represent and agree to the following by enrolling for Mobile Banking, installing the Software or by using Mobile Banking:
  - A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your

identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Wireless Device you will use to access Mobile Banking, and that you are authorized to download and install the Software on your Wireless Device.

B. User Security. You agree not to give or make available your Mobile Banking Personal Identification Number (the "PIN") or other means to access your account to any unauthorized individuals. You are responsible for all bill payments, transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling (800) 972-1871.

C. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that your use of Mobile Banking is only for your personal use. You agree not to make commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking or the Software, your violation of this Addendum or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

7. You agree to pay for Mobile Banking in accordance with our fee schedule, as amended by us from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. We may add to or enhance the features of Mobile Banking from time to time. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

8. A. The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our service providers warrants that Mobile Banking or the Software will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, or loss of personalized settings.

B. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.

C. MOBILE BANKING AND SOFTWARE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS.

D. You agree to exercise caution when utilizing Mobile Banking on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information. v. Neither we nor our service providers are

liable for failures to perform our obligations under this Addendum resulting from fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control.

9. You may cancel your participation in Mobile Banking at any time by calling (800) 972-1871. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including, but not limited to, your non-use of Mobile Banking. You agree that we will not be liable to you or any third party for any change or cancellation of Mobile Banking.

**Winchester Savings Bank's Mobile Deposit** You may deposit checks to your checking accounts using a Mobile Device capable of capturing electronic images of the front and back of eligible checks and transmitting to Winchester Savings Bank or its designated processor the images and other deposit information including but not limited to the magnetic ink character recognition ("MICR") line. In order to enroll in the Mobile Deposit service, you must be an authorized signer or an owner either individually or jointly of a Winchester Savings Bank deposit account that is eligible for this service and be approved by Winchester Savings Bank. All deposits made using Mobile Deposit shall be subject to the terms and conditions in the Winchester Savings Bank deposit account agreement that applies to your account. Winchester Savings Bank makes no representation or warranty that Mobile Deposit will be error free or uninterrupted. You agree that use of Mobile Deposit is at your own risk, except to the extent otherwise provided by law.

a. **Eligible Checks.** You agree to scan and transmit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC") and only those checks permitted under this Addendum or such other items as we, in our sole discretion, elect to include in this service. You agree that the image of any check transmitted to us shall be an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Massachusetts. You agree that you will not use the service to deposit, and Winchester Savings Bank shall have the right to reject the deposit of, any checks or items described below: • Checks or items payable to any person or entity other than you. • Checks payable jointly unless deposited into a deposit account in the name of all payees. • Travelers checks. • Money Orders. • Checks drawn on a home equity line of credit. • Checks or items containing alterations to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner(s) of the account on which the check or item is drawn. • Checks or items previously converted to a substitute check, as defined under Reg. CC. • Checks or items drawn on a financial institution located outside the United States. • Checks or items not payable in United States currency. • Checks or items postdated or stale dated. • Checks or items on which a stop payment has been issued or for which there are insufficient funds. • Checks or items that are not otherwise acceptable under the terms of your account agreement. Nothing in this Addendum shall be construed as requiring Winchester Savings Bank to accept any check or item for deposit, even if Winchester Savings Bank has accepted the same type of check or item previously. Winchester Savings Bank shall not be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Addendum.

b. **Image Quality** The image of a check or item transmitted to Winchester Savings Bank using Mobile Deposit must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we may use or agreement we have with respect to the processing checks or items. You agree that we shall not be liable for any damages resulting from a check's or item's poor image quality, including those related to rejection of or delayed or improper crediting of such a check or item or from any inaccurate information you supply regarding the check or item.

c. **Endorsements and Procedures** Before transmission, you agree to endorse any check or item transmitted through Mobile Deposit exactly as the check or item is made payable. You agree to add the endorsement of "for Mobile Deposit only." You agree to follow any and all other procedures and instructions as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to

be deposited through Mobile Deposit. Notwithstanding the foregoing, we may accept for deposit checks otherwise permitted under this Addendum even if they are not endorsed as required herein.

d. Receipt of Checks and Items, Crediting You agree that you will not transmit an image of the same check or item to us more than once unless prior attempts to transmit an image were unsuccessful. You agree that, after you have successfully transmitted an image using Mobile Deposit, you will not deposit or negotiate, or attempt to deposit or negotiate, the original check or item with Winchester Savings Bank or any other financial institution. You represent and warrant that all information you provide to Winchester Savings Bank in connection with the deposit of a check or item using Mobile Deposit is accurate and true and that all images transmitted to Winchester Savings Bank accurately reflect the front and back of the check or item at the time the image was taken. We reserve the right to reject any check or item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. All deposits are subject to verification and may be adjusted or rejected upon review by Winchester Savings Bank. You shall remain liable to Winchester Savings Bank for repayment in full of all funds credited to your account in connection with a deposit if the deposit is rejected by the financial institution on which the check is drawn. Deposits received and accepted before 4:00 pm Eastern Time (the "Cutoff Time") on a Business Day will be available the next Business Day. Deposits received and accepted after the Cutoff Time on a Business Day or deposited on a non-Business Day will be available on the second Business Day after the day of deposit. In the event that Winchester Savings Bank establishes earlier or later Cutoff Times for checks and items deposited via Mobile Deposit, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether Winchester Savings Bank establishes earlier or later Cutoff Times for checks and items deposited via Mobile Deposit you understand and agree that checks and items must be received and accepted by Winchester Savings Bank before the applicable Cutoff Time and must be complete, legible or free of errors in order to be eligible for next Business Day availability. The following limits apply to per check and business day limits that apply to Mobile Deposits- Per Check Limit \$5,000.00 Aggregate Limit per Business Day \$5,000.00 We reserve the right to modify such limits from time to time or to impose different limits on new customers. We also reserve the right to terminate your use of Mobile Deposit without prior notice if we are unable to confirm your authority to access Mobile Deposit or we believe such action is necessary in order to prevent unauthorized deposits or fraud, to protect Winchester Savings Bank from loss, or for security reasons.

e. Disposal of Transmitted Checks and Items You agree to retain the original check or item in a secure location for no less than fifteen (15) days from the date of transmission and to destroy the original check or item after such fifteen (15) day period. Upon request during this fifteen (15) day period, you will promptly provide to Winchester Savings Bank any check or item that was deposited using Mobile Deposit, or a sufficient copy of the front and back of the check or item, to aid in the clearing and collection process, to resolve claims by third parties with respect to any checks or items, or for Winchester Savings Bank audit purposes. You agree that you will not create or maintain a copy of a deposited check or item by electronic or other means unless requested to do so by Winchester Savings Bank.