



BUSINESS ONLINE BANKING AGREEMENT

This Agreement describes your rights and obligations as a user of Winchester Savings Bank Business Online Banking Service (the "Service"). It also describes the rights and obligations of Winchester Savings Bank. Please read this Agreement carefully. By using the Services, you agree to comply with the terms and conditions of this Agreement. In addition, your use of the Services is subject to the Bank's Online Privacy Policy, which covers the use of cookies. Please visit our website at www.winchestersavings.com for more information.

SECTION 1. CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first obtain your consent to receive the information electronically. Since the Service uses electronic means to deliver information, you must consent to receive it electronically in order to be able to use the Services and you must have the computer hardware and software needed to access to this information. By clicking the accept button, you (1) acknowledge receipt of this Agreement, and (2) agree that we may provide agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications") to you in electronic format only, by posting the information on the website where you access your accounts, products or services, through email (if applicable and if you have provided a valid email address), or other electronic means.

At times, we may still send you communications in paper form if we determine, in our sole discretion, that we are required to deliver them to you in paper form under applicable law or that you should receive in paper rather than electronic form. Such communications will be mailed to the primary address we have for you in our records or otherwise delivered as required by law.

Subject to applicable law, you may withdraw your consent to receive information electronically. If you withdraw your consent, we may stop providing you with Communications electronically and we may terminate your access to the Service. Your withdrawal of consent is effective only after we receive your withdrawal and have had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section.

To withdraw your consent to receive information electronically, terminate the Service, or update your information such as your email or postal address, send it to us in writing at:

Winchester Savings Bank
Attn: Deposit Operations
661 Main Street
Winchester, MA 01890

SECTION 2. DEFINITIONS

The following definitions apply in this Agreement.

"Access ID" means the login name selected by each Authorized End-User to be used in conjunction with each Authorized End-user's password for identification purposes in connection with the use of the Service.

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

"Account Access" means the ability to view account and transaction information for Online Accounts. It also includes the ability to transfer funds between eligible Online Accounts.

"Account Agreement" means the agreement between you and us that governs the use of each of your Accounts, including the applicable deposit account agreement, funds availability agreement, electronic fund transfer agreement or disclosure, loan or line of credit agreement, and schedule of fees and charges that were provided to you at account opening or revisions that were provided to you subsequently.

"Authorized End-User" refers to each of your employees, agents or representatives who is given access to Business Online Banking by the Business Online Administrator or by another Authorized End User with administrative authorizations.

"Banking Day" shall refer to any day on which Winchester Savings Bank is open to the public during any part of such day for carrying on substantially all of its banking functions, but, for the purposes of this Agreement, does not include Saturday.

"Bill Payment Account" means the Online Account you have authorized us to debit for payments made to Payees using the Bill Payment Service.

"Bill Payment Service" means our service that allows you to make payments to designated Payees based upon your online instructions to us using the Service.

"Bill Presentment Service" means our service that allows you to pay, view and manage bills from designated Payees based upon your online instructions to us using the Service.

"Billing Account" or "Designated Account" means the Online Account that you have authorized us to charge for all fees and charges associated with the Bill Payment Service, if any.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"Business Online Administrator" refers to a person assigned by you to have administrative responsibilities in the Customer Platform of the Service.

"New Account" is defined as a new account during the first 30 calendar days after the account is opened. An account is open when the first deposit is made to the account. An account is not considered a new account if any customer on the account has had, within 30 days before the account was opened, another account with us which has been opened for at least 30 days; or is a loan customer.

"Online Services" means collectively Account Access Service, Bill Payment Service, Bill Presentment Service, Wire Transfer Service, ACH Service, Remote Deposit Capture Service and other services which may be added from time to time.

"Online Account" refers to an Account you can access through the Service.

"Password" means the confidential identification number selected by each Authorized End-User for identification purposes in connection with the use of the Service.

"Transfer" means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.

"You" and "Your" refer to the business entity requesting access to the Service as well as any and all Authorized End-Users.

"We," "us," or "our" refers Winchester Savings Bank.

All references to time mean Eastern Standard Time or Eastern Daylight Time, as applicable.

SECTION 3. ACCESS TO ONLINE BANKING SERVICES

You will be granted access to the Winchester Savings Bank Business Online Banking Service after you complete the enrollment process and we have authenticated your request. You will be asked to identify a Business Online Administrator during the enrollment process. This person must be an authorized signer on your Online Accounts and will be the person we contact regarding the Service. This person will be responsible for, among other things, requesting access to Accounts and/or Online Services; adding, modifying or deleting other Authorized End Users and managing their access to Accounts and/or Online Services. You agree that we may act on a request from any authorized signer on your Accounts including an authorized signer who has not been designated as Business Online Administrator.

You agree that by completing the enrollment process and accessing the Service that you accept a non-exclusive, non-transferable right to access and use each of the Online Services available through your access to the Service. You agree to use the Service for your own business use in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, you agree not to make the Service available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.

You agree that the Service may be modified by us from time to time to upgrade or improve functionality.

Each Business Online Administrator will have access to all Accounts associated with the business at the time of activation of service. New Accounts opened after activation of service may not be available for online access unless and until specifically requested in writing by the Business Online Administrator. The Business Online Administrator may request that we allow access to accounts of affiliated companies using the Service (i.e. companies in which you or its parent have direct or indirect majority ownership).

Any such request must be accompanied by documentation acceptable to the Bank in its sole discretion that the Business Online Administrator is authorized to link such accounts.

You will be notified via email when your Online Account has been established. You will gain access to the Service through the use of your Internet-enabled device, your Internet Service Provider, your Access ID and your Password.

Authorized End-Users

The Business Online Administrator may elect to establish additional Authorized End Users for access to the Service. The Business Online Administrator is responsible for setting up Authorized End Users and for ensuring that access to Accounts and Online Services are appropriately established, changed and/or deleted.

Equipment and Software Requirements

You are solely responsible for purchasing, obtaining, installing, and operating any and all hardware and software, including anti-virus software, needed to access the Service and shall be responsible for maintaining such hardware and software in proper operating condition, including any mandatory maintenance service programs prescribed by us. We are not responsible for any errors or failures from any malfunction of your computer or any virus or other problems related to the use of the Service.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Microsoft Explorer, Safari or otherwise), your Internet Service Provider, your software or any equipment you may use (including your telecommunications facilities, computer hardware and Internet connection) to access the Service or communicate with us.

SECTION 4. USE OF YOUR SECURITY PASSWORD

Protecting Your Password

You and/or your Authorized End Users are responsible for keeping Passwords and Account data confidential. We are entitled to act on transaction instructions received using a valid Access ID and Password. You agree that the use of a valid Access ID and Password established for any Authorized End User will have the same effect as an authorized signer's signature authorizing the transaction. If you authorize other persons to use the Service by establishing them as Authorized End-Users or if you authorize other persons to use your Access ID and Password in any manner, you are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of the Password.

You agree that we may send notices and other communications, including Password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your Password secure and strictly confidential, providing it only to authorized signers on your Account(s), and to instruct all Authorized End-Users to keep their Passwords secure and strictly confidential; 2) instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person and to instruct all Authorized End-Users not to disclose their passwords to any other person; and 3) immediately notify us and select a new Password if you believe your Password may have become known to an unauthorized person, and to instruct all

Authorized End-Users to notify use if they believe their Passwords may have become known to an unauthorized person. **Winchester Savings Bank will have no liability to you for any unauthorized payment or transfer made using a Password that occurs before we have been notified of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** We may suspend or cancel use of a Password even without receiving such notice from you, if we suspect a Password is being used in an unauthorized or fraudulent manner.

Acknowledgment of Commercially Reasonable Security Procedures

By using the Service, you acknowledge and agree that Winchester Savings Bank's security procedures for electronic banking transactions are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we follow in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have a reasonable opportunity to act on such notice).

You acknowledge and agree that Authorized End-Users will be required to change their Passwords every sixty (60) days or such other period as we determine in our discretion.

SECTION 5. IF YOUR PASSWORD HAS BEEN STOLEN, OR FORGOTTEN

If a Password has been stolen, or if you believe there have been unauthorized transactions on an account, contact Deposit Operations immediately at 781-729-2130, 8:00 A.M. – 4:00 P.M. (EST) Monday through Friday or 9:00 – 12:30 on Saturday. After hours please call us at 1-888-415-4097. Telephoning us is the best way of minimizing your losses.

If a Password has been stolen, you may be held responsible for all transactions posted against your Account(s) using that Password.

If the Business Online Administrator has forgotten a Password, it may be reset by accessing the Forgotten Password link on our website or by notifying Winchester Savings Bank by phone, email, or U.S. mail. If an Authorized End-Users forgets a Password, it may be reset for them by the Business Online Administrator.

SECTION 6. BANKING TRANSACTIONS WITH ONLINE ACCOUNT ACCESS

In addition to viewing account information, you may use Account Access Services to transfer funds between your deposit or equity line of credit accounts at Winchester Savings Bank and to initiate loan payments to your loan accounts. NOTE: Because regulations require us to limit pre-authorized transfers (including Online Banking transfers), you may make no more than ten (10) transfers per statement period by pre-authorized or automatic transfer, telephone or Account Access Services from your Statement Savings, High Yield Savings, or Money Market Savings Accounts. In addition, transfers to or from passbook accounts and certificate of deposit accounts are not allowed.

New services and features may be introduced for Account Access Services from time-to-time. We will notify you of these new services and features. By using these new services and features when they become available, you agree to be bound by the applicable terms and conditions for these services and features, which will be made available to you.

The Internal Transfer Limit is \$500,000.00 per day. The Loan Payment limit is \$250,00.00 per day. We deduct the amount of your funds transfer from your Account on the Banking Day you instruct us to process it. We may refuse to act on your funds transfer instructions if sufficient funds, including funds

available under any overdraft plan, are not available in your Account on the date you instruct us to transfer funds.

All Immediate Internal Transfers and Loan Payments requested after 6:00 p.m. will be processed on the next Business Day.

All Immediate, Recurring, or Future Dated Internal Transfers or Loan Payments requested or scheduled on a Saturday, Sunday or holiday will be processed on the next Business Day.

SECTION 7. ADDITIONAL SERVICES

Bill Payment Service and Bill Presentment Service

The Bill Payment Service and Bill Presentment Service permit you to use your Internet-enabled device to direct payments from your designated Bill Payment Account to businesses or individuals you wish to pay, as well as to view and manage your bills from designated payees. Your designated Bill Pay Account must be a checking account. Certain payees may not be eligible for payment through this service.

All bill payments you make using the Bill Payment Service and the Bill Presentment Service will be deducted from the Account that you designate for each payment. Any payments you wish to make through these services must be payable in U.S. dollars to a payee located in the United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time-to-time.

SECTION 8. ELECTRONIC MAIL

We will not immediately receive electronic mail (email) that you send to us. Therefore, you should not rely on email if you need to communicate with us immediately, such as if you need to report an unauthorized transaction from one of your Accounts or if you need to stop an online bill payment that you scheduled.

If you send us an email message, we will be deemed to have received it on the next Banking Day. Emails will be answered within a reasonable time frame.

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

SECTION 9. ALERTS/MESSAGES

Online Banking alerts allow you to set up automated alert events based on criteria you select. Email alerts will be sent to the email address you provide when creating the alert. You acknowledge:

1. We may add or remove types of alerts from time to time with or without notice to you.
2. If you change your email address you are responsible for notifying Winchester Savings Bank of the change so that future alerts are directed to the appropriate email address.
3. You agree that alerts may be delayed or prevented for a variety of reasons. And we cannot ensure delivery or the validity of the contents of any alert.
4. You agree that we will not be liable to you 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.

5. We will never include your Password or full Account number in an email alert; however, you understand that alerts may include your name, company name and some information about your Accounts.

SECTION 10. STATEMENTS

You will continue to receive your periodic account statements, depending on the type of Account, by the same method as you received them prior to enrolling in the Service, unless you request another method.

SECTION 11. OTHER AGREEMENTS

In addition to this Agreement, you and we agree to be bound by and comply with the requirements of all agreements applicable to each of your Accounts, including without limitation the deposit account agreements. Your use of the Service is your acknowledgment that you have received these agreements and agree to be bound by them.

You assume sole responsibility for the consequences of any instructions given to Winchester Savings Bank using the Service, for your failure to access the Service properly in the manner prescribed by us, and for your failure to supply accurate input information, including, without limitation, any information contained in an application or enrollment form.

You agree to review other disclosures received by you when you open your Accounts with us including the charges that may be imposed for electronic funds transfers or the right to make transfers as set forth in our standard fee schedule, as amended from time to time.

We will automatically deduct each month the fees related to the Service from the Account designated on the enrollment form for such fees.

SECTION 12. HOURS OF OPERATION

The Service is generally accessible 24 hours a day, seven days a week, except that the Service may be inaccessible for a reasonable period for system maintenance or system upgrades. We are not liable for failure to provide access due to system maintenance or upgrades, a system failure or other circumstances beyond our control.

We may modify, suspend or terminate access to the Service at any time and for any reason without notice or refund of fees you have paid.

Our business hours are Monday through Friday, excluding state and federal holidays on which we choose to be closed, from 8:00AM (EST) to 4:00PM (EST). All transactions which are requested after our business hours and on Saturdays, Sundays or holidays on which we choose to remain closed, may not be processed until the next Banking Day.

SECTION 13. MODIFICATIONS TO THIS AGREEMENT

We may modify the terms and conditions applicable to the Service from time-to-time upon mailing or delivering a notice of the modifications to you at the mailing address or email address shown on our

records for your Account(s) and the revised terms and conditions shall be effective at the earliest date allowed by applicable law.

We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

SECTION 14. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in Boston for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will Winchester Savings Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.**

Under no circumstances will we be liable to you in the following instances:

1. If through no fault of our own, you do not have enough money in your Account to make a transfer;
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents us from completing the transfer, despite reasonable precautions that we have taken;
3. If there is a hold on your Account or if access to your Account is blocked, in accordance with our policies;
4. If funds in your Account are subject to legal process or other encumbrance restricting the transfer;
5. If your transfer authorization terminates by operation of law;
6. If you believe someone has accessed your Account without your permission and you fail to notify us immediately;
7. If you have not properly followed the scheduling instructions on how to make a transfer, which instructions are available to you online using the Service;
8. If we have received incomplete or inaccurate information involving the Account or transfer;
9. If 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, 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, even if we have been notified of the possibility of such damages.

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

SECTION 15. LIMITATION OF LIABILITY Disclaimer of Liability

You are responsible for the correct set-up and installation of software required to access the Internet. Neither Winchester Savings Bank nor any of Winchester Savings Bank's service providers are liable for damages (whether direct, indirect, special, consequential or otherwise), including economic, property, personal or other loss or injury, whether caused by hardware or software or system-wide failure, arising or resulting from the installation, use or maintenance of the equipment, software or other items necessary to use the Services.

Disclaimer of Warranties

1. Warranties of Fitness and Merchantability
NEITHER WINCHESTER SAVINGS BANK NOR ANY OF ITS SERVICE PROVIDERS OR SUPPLIERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED LAW.
2. Computer-related Warranties
Neither Winchester Savings Bank nor any of its service providers or suppliers is liable for any computer virus or software-related problems which may be attributable to the services provided in connection with the Services.

SECTION 16. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your Account with a third party, such as a credit bureau or merchant;
3. In order to comply with government or court orders or other reporting requirements;
4. If you give us your written permission; and
5. To our affiliated companies.

Information concerning your account history with us will be shared within our organization. Other information, including information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared among affiliated companies.

For further information, refer to Winchester Savings Bank's Privacy Policy.

SECTION 17. INACTIVITY AND TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the account agreements governing your Accounts which you access using the Service. We can terminate your right to use the Service without notice to you if you do not pay any fee required by this Agreement

when due, or if you do not comply with the agreement governing your 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 Service for any other reason.

If you do not sign on to the Service or have any transaction scheduled through the Service for a consecutive period of one hundred eighty (180) or more days, we reserve the right to terminate your online access, subject to reactivation at our discretion upon your request.

To cancel the Service, the Bill Payment Service and/or the Bill Presentment Service, you must notify us and provide your name and address; identify the Online Services that you are cancelling, if less than all of them; and the effective date to cancel the Service and/or any of the Online Services. When the Bill Payment Service and the Bill Presentment Service are terminated, all pending bill payments made through the Account Access Service that are scheduled for payment after the effective date of cancellation will be deleted and you will need to make these payments by other means, if necessary. You may notify us of cancellation by one of the following methods:

1. By sending an email to:
2. By calling Deposit Operations at 781-729-2130 8:00 AM - 4:00 PM (EST), on a Banking Day
3. By writing a letter and either giving it to a Customer Service Representative at any branch location or sending it to the following address: 661 Main St, Winchester, MA 01890

SECTION 18. FEE SCHEDULE

We offer the benefits and convenience of the Service free of charge to you. This includes access to Account balances, history information, Account transfers and bill payments. The Accounts accessed through the Account Access Service will continue to be subject to normal fees identified in the Fee Schedule applicable to each Account.

SECTION 19. GOVERNING LAW, LITIGATION AND ARBITRATION

Subject to the provision of the next paragraph, any action or suit brought in connection with this Agreement or the transactions contemplated herein shall be brought in a state or federal court located in the Commonwealth of Massachusetts, the parties hereto irrevocably submitting and consenting to the exclusive jurisdiction of such courts, and each party irrevocably waives, to the fullest extent permitted under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. IN THE EVENT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AND AGREE THAT YOU OR WE MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE FOREGOING WAIVER.

Notwithstanding the foregoing, you and we agree that all disputes, claims and controversies between you and us, whether individual, joint or class in nature and arising from this Agreement or otherwise, including without limitation, disputes sounding in contract or tort, shall be resolved in arbitration proceedings, in accordance with the rules of the American Arbitration Association governing commercial arbitration. Such arbitration shall be commenced upon the written request of either party forwarded to the other in accordance with the notice provisions applicable to this Agreement and shall be conducted before a panel of three (3) arbitrators, one chosen by you, one chosen by us and one appointed by said

Association. No act shall constitute a waiver of this arbitration agreement, including, without limitation, obtaining injunctive relief or a temporary restraining order; obtaining a writ of attachment or imposition of receiver, or exercising any rights related to property, including taking or disposing of such property with or without judicial process pursuant to the Uniform Commercial Code. Any disputes, claims or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, shall also be arbitrated, provided however that no arbitrator shall have the right or the power, including the enforceability of this arbitration provision and any claim to rescind, reform or modify this Agreement, to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction under the above paragraph of this section. Nothing in this Agreement shall preclude us from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding and the commencement of an arbitration proceeding shall be deemed to be the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

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, you agree to the terms and conditions of this Addendum. This Addendum supplements Winchester Savings Bank's Online Banking 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 Mobile Banking, you may be required to install software (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 (or an authorized representative of the owner of the Accounts) and other financial information which 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 the use of individuals authorized to access your Winchester Savings Bank Accounts. You agree not to make any 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 Accounts, 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. 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 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 continued 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 or savings 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. Access to Mobile Deposit will become available on the 31st calendar day after a New Account is opened. 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 the 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 \$25,000.00 Aggregate Limit per Business Day \$25,000.00 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.