

WALPOLE CO-OPERATIVE BANK
ELECTRONIC BANKING AGREEMENT

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Member FDIC/ Member SIF

WALPOLE CO-OPERATIVE BANK ELECTRONIC BANKING AGREEMENT

We are providing this Electronic Banking Agreement in accordance with the requirements of federal and state law, and to explain the terms and conditions governing any Electronic Banking service you receive from Walpole Co-operative Bank. If you have also signed up for any of our additional Electronic Banking services, you will receive separate agreements or addendums outlining terms and conditions for these services. If you elect to receive statements via an e-statement, you will receive a separate Electronic Statement/Notification Agreement outlining terms and conditions. Your Deposit Account and use of Electronic Banking are also governed by the applicable Deposit Account Agreement that was provided to you when you opened your Deposit Account. Any terms that are not defined in this agreement have the same meaning as they have in the Deposit Account Agreement. Please read this Agreement carefully to understand how our Electronic Banking service works and to understand your rights and responsibilities if you sign-up for and use our Electronic Banking service.

A. ELECTRONIC BANKING AGREEMENT

The following definitions govern the terms of this Electronic Banking Agreement:

1. “Access ID and Password” refers to the personal identification and password that you use to access Electronic Banking services.
2. “Bill Payment” refers to the Electronic Banking service that allows you to initiate transfers of funds, which are executed as either automated clearinghouse transfers or the creation and mailing of paper checks, to various third parties from your checking account.
3. “Business Days” are Monday through Friday, excluding Saturday, Sunday, holidays and other days on which we are required to close, or are permitted to close.
4. “Deposit Account” means any deposit account you maintain with us.
5. “Electronic Banking” means obtaining your account balances and information on your Eligible Accounts and transferring funds to and from Eligible Accounts over the telephone, internet, mobile devices, or other equipment not provided by us.
6. “Eligible Account” means an account that does not have withdrawal restrictions or require direct Bank update. Certificate of deposits, individual retirement accounts and passbook savings accounts are not Eligible Accounts.
7. “Regular Business Hours” means the hours of 8:30 AM to 5:00 PM on Business Days.
8. “Transfer Cutoff Time” means 5:00 PM, Eastern Time on any Business Day. You must transmit transfer instructions no later than 5:00 PM if you want the transfer to be entered on that particular Business Day. If due to an unforeseen situation or other interruption beyond our control we may find it necessary to change cutoff time without notice.
9. “Transfer Instructions” means the information you provide for a funds transfer between your Eligible Accounts.

10. The terms “we,” “us,” and “our” refer to Walpole Co-operative Bank; “you” and “your” refer to each owner of a deposit account who applies to use the Electronic Banking service.

B. REQUIREMENTS FOR ELECTRONIC COMMUNICATION

Under federal and state law and in accordance with the Electronic Signatures in Global and National Commerce Act (Pub. L. 106–229, 114 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96), a financial institution may provide disclosures by electronic communication. You agree that we may respond to you electronically with regard to any matter related to the Electronic Banking service.

To the extent permissible under applicable law, any electronic communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on the communication.

C. E-MAIL

We cannot guarantee the security of regular e-mail. Therefore we request that you do not use e-mail to report lost or stolen cards, your PIN, unauthorized transfer from your account, or to send any other information of a confidential nature. We will not send any information of a confidential nature to you by e-mail. To report all matters requiring immediate attention, please call 1-508-668-1080 or 1-800-431-3340 during regular business hours Monday-Friday 8:30 AM to 5:00 PM or visit us at 982 Main Street, Walpole, Massachusetts. Depending on the nature of your request we may require you to provide written confirmation.

By registering for the Electronic Banking service you acknowledge that you have received and understand the terms of this agreement and agree to be bound by these terms and conditions.

D. ONLINE SECURITY AND PRIVACY

We are committed to ensuring that your personal financial information is private and secure. Please see our Privacy Policy (<http://www.walpolecoop.com/Privacy-Security.aspx>) for more information on how we keep your information secure.

E. ELECTRONIC BANKING PROVISIONS

Electronic Banking is available 24 hours a day, 7 days a week by logging onto the Bank’s website www.walpolecoop.com. With the exception of scheduled system maintenance, temporary interruptions are beyond our control. To access your accounts through our Electronic Banking service you must have at least one Eligible Account, a valid e-mail address and you must have an Access ID and Password.

In order to register for our Electronic Banking service you may:

1. Come into the Bank and complete and sign an enrollment form, you will be given an Access ID and temporary password or;
2. Complete and submit the online enrollment form from the website. An Access ID and temporary password will be mailed separately to you within two business days of acceptance of your online enrollment form.

The first time you access Electronic Banking, you will be required to change the temporary password that was provided to you upon enrollment. Your Access ID and Password (including any temporary password) are exclusively for your use.

F. AUTHORIZATION

We rely on your Access ID and Password to identify you when you use the Electronic Banking service. It is your authorizing signatory for any transfer or payment instruction received using your Access ID and Password. We recommend that you change your password regularly. You should never provide this information to a third party. If you do so you are authorizing that person to make transactions on your account(s) and are responsible for any transactions performed by that third party. We will not be liable for any losses that may occur as a result of this authorized use of your password. We will never ask you for your password.

You understand that you and each authorized user of Electronic Banking services relative to your Eligible Accounts must be 18 years of age or older.

You agree not to leave your computer unattended while using the Electronic Banking service. Always exit the system by clicking the "Log Off" command after using the Electronic Banking service.

G. INTERNET ACCESS DEVICE

You are responsible for the installation, maintenance and operation of your computer or other device and any losses or delays caused by your computer or other device. You agree that we shall not be responsible for any errors or failures caused by any malfunction of your computer or other device. We are not responsible for any computer virus, for losses or delays caused by your service providers, or related problems that may be associated with the use of Electronic Banking or your computer or other device.

H. LIABILITY

We make no representations or warranties whatsoever with regard to Electronic Banking services. We make no warranty of any kind, express or implied, that our Electronic Banking service will be uninterrupted. We do not, and cannot, warrant that our Electronic Banking services will operate without error, or that it will be available at all times. Accordingly, we shall not be liable for any loss, damage, whether direct or indirect, costs, charges or expenses incurred by you due to a delay in or the inability to provide the Electronic Banking services. You agree that neither we nor our suppliers or our directors, officers or employees will be held liable for any technical, hardware or software failure of any kind, any interruption in the availability of our Electronic Banking service, any delay in operation or transmission, any incomplete or garbled transmission, virus, malware, loss of data or other similar loss. To the extent we may have breached any term of this Agreement, you agree that your sole remedy is to discontinue use of the Electronic Banking Services.

I. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Walpole Co-operative Bank, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, our reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, or files supplied by you, or otherwise in connection with your use of Electronic Banking services; (b) your violation of any law or rights of any

third party; or (c) your use of Electronic Banking services or any third party's use of Electronic Banking services on your computer or other device.

J. USING THE ELECTRONIC BANKING SERVICE

You may use the Electronic Banking service to perform the following functions:

1. Get account balances and information on your Eligible Accounts.
2. Transfer funds to and from Eligible Accounts. You may not transfer funds to and from accounts that are not Eligible Accounts, such as certificates of deposit, passbook savings, or individual retirement accounts.
3. Bill Payment allows you to make payments to various third parties from your checking account.
4. If you have signed up for E-Statements, you consent that you can access, receive, and retain periodic disclosures, such as monthly statements and change-in-terms notices, regarding any account, whether existing now or in the future, in the formats we may use.

New Services: You may be notified of new services being introduced for Electronic Banking from time to time. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

K. TRANSFERS

You may transfer funds between your Eligible Accounts subject to certain limits, as described below. You may schedule a transfer between accounts to be initiated on the same day or on a future calendar day. A same day transfer is effective immediately and cannot be cancelled. A future transfer can be cancelled if your request is received no later than 3:00 PM, Eastern Time on the Business Day before the transfer is scheduled to be made.

RESTRICTIONS ON TRANSFERS FROM MONEY MARKET AND SAVINGS ACCOUNTS

Federal regulations limit you to a total of six (6) pre-authorized, automatic, or telephone transfers per statement cycle from a regular savings or money market account to other accounts or to third parties. During any statement cycle, you may not make more than six (6) withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. Transfers from accounts that are not Eligible Accounts are prohibited. All funds transfers must be made in accordance with the terms of this Agreement. We reserve the right to refuse to execute any transactions initiated through Electronic Banking.

OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER

If we do not complete a transfer to or from your Eligible Account on-time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you provided that in no event shall the liability of Walpole Co-operative Bank, its officers, directors, employees agents, or affiliates exceed the amounts paid by you to the Bank for these services provided to you through Electronic Banking. We will not be liable to you or anyone claiming through you:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
5. If any electronic terminal, telecommunication device, or any part of the Electronic Banking system is not working properly.
6. If you have not provided the complete and correct payment information for Bill Payment, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
7. If you have not properly followed the on-screen instructions for using Electronic Banking.
8. For delays or failures caused by circumstances beyond our control for example, telecommunications outages or interruptions, accidents, fire, flood, or problems arising in connection with transmissions over the internet that prevent the transfer.
9. For failure to execute a stop payment request.

L. REPORTING OF ERRORS, UNAUTHORIZED TRANSACTIONS OR QUESTIONS ABOUT YOUR TRANSFERS OR PAYMENTS

This section applies to Consumers Only.

If you believe there has been an error in a transfer or payment or that your statement is wrong, telephone us immediately at 1-508-668-1080 or 1-800-431-3340, during our regular business hours, or write to us at Walpole Co-operative Bank, Attention: Electronic Banking, 982 Main Street, Walpole, MA 02081.

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

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and clearly explain why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you notify us orally, we may require that you send your complaint or question in writing within ten (10) Business Days following the date you notified us. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it

takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

You may ask for copies of the documents that we used in our investigation.

If you comply with the conditions in the preceding paragraphs in cases in which you think that a transfer from your account was initiated by an unauthorized third party, we will request a signed affidavit of unauthorized automated clearinghouse debit activity.

M. INACTIVITY

If you do not access or use the Electronic Banking Service for a period of more than one hundred eighty (180) days, we may in our sole discretion, terminate your access to and use of Electronic Banking without notice to you. You may contact us to have your access restored.

N. ENDING THE ELECTRONIC BANKING AGREEMENT

You may terminate your right to use Electronic Banking by notifying us. If you terminate Electronic Banking, we will continue to make transfers, bill payments and other transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your notice. You may not terminate another person's access to Electronic Banking. We may terminate your right to use Electronic Banking at any time, for any reason or no reason, and without notice to you.

O. AMENDMENTS

We may amend or change the Agreement at any time. If the change adversely affects you, we will give you notice prior to the effective date of the amendment to the extent required by applicable law.

P. GOVERNING LAW

This Agreement is governed by the federal laws of the United States and the laws of the Commonwealth of Massachusetts. Any issue relating to an account or service with us that you access through Electronic Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement for that account or service.

Q. FREQUENTLY ASKED QUESTIONS (FAQs)

1. What happens if I forget my Password or Access ID?

If you have forgotten your Access ID you must come to our office and speak with a customer service representative. You may reset your Password by accessing Electronic Banking using your Access ID. click on "reset password" and follow the instructions. You will receive a temporary Password via the email address provided for this service. You should change your Password the next time you access Electronic Banking.

2. How do I know if a transfer is properly set up?

Once you set up a transfer, you will be able to review the information you entered before you send it to us. You will know when an immediate transfer is complete because the balance in the affected account will automatically change. When you have successfully set up a future-dated transfer, Electronic Banking will provide you with a transaction number.

3. *How much transaction history is available on Walpole Co-operative Bank Electronic Banking?*

You can view your current month and previous month of account activity for your deposit and loan accounts. In addition you can have access to twelve (12) months history on checking, money market and high rate checking accounts.

4. *Can more than one owner of an account use Electronic Banking?*

If there is more than one account holder on an account, each owner must sign up separately for Electronic Banking.

5. *What are Cookies?*

Cookies are small files that a web site may store on a visitor's browser to gather information about how the site is used. Creating a "cookie" does not give access to the rest of your computer, and only the site that created the cookie can read it. We do not store confidential information in cookies.

6. *What are the fees for Electronic Banking?*

There is no monthly fee for Electronic Banking.

7. *Why do I sometimes get disconnected?*

Electronic Banking automatically disconnects you after ten (10) minutes of inactivity. When this happens, any unconfirmed transactions will be lost. In the event you are disconnected, simply log back on.

8. *Can I download posted transactions into Quicken® or Microsoft® Money?*

Yes, you can download posted transactions into all versions of Quicken® or Microsoft® Money.

9. *How can I view an image of a check in Electronic Banking?*

From the "view accounts" screen in Electronic Banking, simply click the account name to see more details, and then click on the check number you would like to view. A new browser window will appear showing images of both the front and back of the check.

10. *Can I open a new Walpole Co-operative Bank account on-line?*

No. It is not possible for a customer to open a new account with us on-line.

11. *Can I transfer money directly into another individual's bank account?*

We do not provide direct payments into another individual's bank account. However, if you have signed up for Bill Payment, you may make unlimited payments by check to personal payees anywhere in the U.S.