



## BUSINESS BANKING ONLINE DISCLOSURE AND AGREEMENT (Terms and Conditions)

In this document, the Business Banking Online Disclosure and Agreement (“Disclosure”) Bay State Savings Bank (the “Bank”) sets forth your rights and responsibilities for using Business Banking Online Services. These services include, but are not limited to business online banking with bill payment, cash management and ACH services. By registering for Business Banking Online, using the service, or authorizing another user, you agree to the terms and conditions of this “Disclosure”. We will provide you with any notice required by law of any changes to terms & conditions of this “Disclosure”.

Please review this document carefully and retain a copy for your records. To register for Business Banking Online services you are required to complete the Business Banking Online Registration/Setup form with your signature indicating you agree to the Terms and Conditions as set forth in this document.

### COMPUTER REQUIREMENTS

Your personal computer, laptop, portable computer, Internet service provider, Web Browser, any software, any telecommunications, and any related equipment collectively referred to as your “Computer”. You are responsible for the installation, maintenance, and operations of your computer as well as any charges incurred in connecting to Bay State Savings Bank Business Banking Online services such as telephone charges and Internet service provider fees. We are not responsible for any computer virus or similar harmful act that may affect your Computer in connection with the use of Bay State Savings Bank Business Banking Online services.

To access Bay State Savings Bank Business Banking Online you will need an Internet service provider with broadband access. You must use a browser that supports 128-bit Secure Sockets Layer (SSL) encryption security. SSL is the industry standard that provides secure access to online financial services from anywhere on the Internet using any current Internet browser.

### Recommended Security Guidelines

- Managed Anti-Virus solution with automatic signature updates
- Patch Management in place
- Local firewall enabled or managed firewall in place
- Physical/logical Security

- Recommend customer perform internal risk assessment

### I. ACCESS TO SERVICES

Bay State Savings Business Banking Online allows your company/business (“Company”) to access your eligible business accounts to manage your money 24 hours a day, 7 days a week. You can obtain balance and transaction information for all your business accounts, transfer funds between eligible accounts, initiate ACH transfers (i.e. direct deposit of payroll, direct debits, vendor payments, etc.), and download financial management reports.

For purposes of transactions, a business day is any calendar day other than Saturday, Sunday and legal holiday.

### II. PASSWORD, SECURITY, AND CONFIDENTIALITY

A Company User ID and Password, and a separate individual User ID and Password, collectively referred to as “access codes”, control access to Bay State Savings Business Banking Online. During the registration process, the Bank assigns the Company Administrator with a User ID and temporary password. The Company Administrator is responsible for authorizing and establishing users’ access rights within Business Banking Online services. The Company Administrator is also responsible for establishing security controls for each user within each service.

### III. BUSINESS BANKING ONLINE TRANSACTIONS

- A. Account Access. You are not limited to the number of accounts you have in your Business Banking Online. That includes transaction accounts like checking accounts, savings accounts.
- B. Transfer of Funds In addition to viewing account information, you may use Business Banking Online to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and eMoney Market accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including online banking transfers), the following limits apply:

- *Statement Savings accounts and eMoney Market accounts*. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer, by telephone, online banking or with checks, or other negotiable instrument.

#### Additional Services.

New services may be introduced for Business Banking Online from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that apply.

### IV. FEES AND CHARGES

After you are approved and set up with Business Banking Online there is a fixed monthly fee, even if you do not use the service. If you elect Cash Management and ACH services, there are additional monthly service fees. You agree that we may charge the fees to your designated account, as well as, all fees associated with or incurred by the use of Business Banking Online. If your designated account does not have sufficient funds to cover all applicable fees and charges we may exercise our right of offset against any of your accounts as provided by law or Your Deposit Account Terms and Conditions Agreement.

Please refer to the Bank's Commercial Fee Schedule for specific fees that may apply.

### V. E-MAIL

Email messages sent from Business Banking Online are not secure.

Email messages sent to [onlinebankingmanager@baystatesavings.com](mailto:onlinebankingmanager@baystatesavings.com) are not secure. Do not send confidential, private, or sensitive information to the Bank via email. If you require immediate attention please call 508-890-9073.

NOTE: We advise you not to include sensitive information in your email, such as account numbers, Password, account information, etc. via any general or public email system.

From time to time, the Bank may send notifications of changes or update to registered business customers. To receive these email messages, please be sure to check the email box on the Registration Form.

### VI. BILL PAYMENT SERVICES

The Bill Payment services permit you to direct payments from your designated bill payment checking account to third parties you wish to pay. All bill payments will be deducted from the checking account designated for bill pay. Payments you make through Bill Pay must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made.

1. Bill Payment Limits. Daily dollar limits for bill payment are \$9,999.99 per payment and \$19,999.99 total daily payments.
2. Scheduling Payments. Funds must be available in your designated account the date the payment is scheduled. Bill payments are not processed on non-business days - Saturday, Sunday or holidays. If the date you schedule a payment falls on a non-business day, funds must be available in your account the following business day (e.g. Monday). Payments may be made by transferring funds electronically to the payee or by mailing the payee a check.

The bill pay system will display the earliest date the payment can be made when you select the send date. If you choose to send the payment on a later date (not taking into account any applicable grace period), you agree you are responsible for late fees and any other fees you may be assessed for a late payment. If you do not schedule your payment to arrive by its due date and according to the earliest date the system displays for the delivery date, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment to arrive by the due date according to the delivery date displayed by the system, and all payee information is accurate but the payee does not receive the payment in a timely manner, we will work with the payee on your behalf to reverse any late fees or charges.

**VI. NO DUTY TO MONITOR PAYMENTS.**

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Disclosure/Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance
- the failure of any payee to correctly account for or credit the payment in a timely manner, or any other circumstances beyond the control of the Bank.

If your designated account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment service will automatically block future bill payments until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account. In all cases, you are responsible for either contacting the Bank to make alternate arrangements for the payment, or, rescheduling the payment. In the case of recurring payments, only the currently scheduled payment will be impacted. Recurring

payments scheduled for future dates will not be affected.

**VII. CANCEL OR CHANGE PAYMENT**

Payments must be changed or canceled in bill pay by 11:00p.m. on the business day prior to the day of the transaction. If you request to cancel a payment after it is issued, and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether verbal, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate. You must request an extension for the stop payment to remain in effect. The Bank may pay any item that is presented, following the lapse of any stop payment order.

**VIII. NO SIGNATURE REQUIRED.**

When any payment or other online Service generates items to be charged to your account, you agree that we may debit your designated Bill Payment account without requiring your signature on the item and without prior notice to you.

**IX. BALANCE REPORTING**

You may access account balance and transaction information for all eligible accounts. Account activity will include transactions posted. If historical information is available for an account, you have options for exporting data.

**X. BOOK TRANSFERS**

**Real-Time Transfers:** account transfers initiated between 8:00AM and 7:00PM Monday through Friday, excluding holidays, will be processed immediately. Transfers initiated outside this timeframe will be processed during the next business day.

**Scheduled Transfers:** Scheduled account transfers are one-time future –dated transfers and may be initiated one day to 365 days in advance. Transfers will process and post on the first available business day as they are scheduled. The maximum amount of your transfer is the amount of your available balance.

**Recurring Transfer:** Recurring transfers are repeating future –dated transfers and may be scheduled weekly, monthly or bi-monthly. Transfers

will process and post on the first available business day they are scheduled.

#### **XI. ACH**

ACH is an electronic payment system that allows the user to create payment files that can be processed through the U.S. Automated Clearing House Network.

To qualify for the ACH service the Company and the Bank must enter into an agreement specific to the ACH services. Prior credit approval is required.

#### **XII. NEW ACCOUNTS**

To add new accounts to your Business Banking Online services you must complete the Business Banking Online Registration/Set up form or the Business Banking Online/Cash Management Set up form.

#### **XIII. COMPLIANCE**

##### ***FDIC Unlawful Internet Gambling***

Restricted transactions as defined by Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic funds transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

##### ***OFAC (Office of Foreign Assets Control) Compliance***

The U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") administers economic sanctions and embargos programs that require assets and transactions involving interest of target countries, target country nationals, and other specifically identified companies and individuals, be blocked and frozen.

Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanction laws administered by the U.S. Treasury Department's Office of Foreign Asset Control ("OFAC"); and (v) Company shall comply with the Operating Rules in effect from time to time. OFAC Information can be found at [www.treasury.gov/ofac](http://www.treasury.gov/ofac).

#### **XIV. ERRORS AND QUESTIONS**

In case of errors or if you need more information about the transfers or payments on your statement, contact Bay State Savings Bank at 1-800-244-8161. If you notice any unauthorized transfers or payments, you must promptly notify us. The Bank and the Company agree to cooperate in the loss recovery efforts and in conjunction with any actions by either party.

You agree to examine your statement and report to us within 30 calendar days from the date of receipt of the statement and report any errors or unauthorized transactions

#### **XV. TERMINATION**

You may terminate Bay State Savings Bank Business Banking Online by completing and submitting a Business Banking Online Registration/Set-up Form signed by authorized signers as listed in your Resolution. We reserve the right to terminate this Agreement with you at any time without advance notice with or without cause.

***Termination for Cause.*** We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

- you do not pay any fee required by this Agreement when due or
- you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We may terminate this Agreement allowing you to use the services with or without prior notice. The Bank may terminate this agreement for any reason.

If either you or we terminate this agreement or an account while there are transfers or payments pending these transactions may not be completed. Termination shall not affect your liability or obligation under this Agreement, and you will remain liable for transfers and other transactions in process and for the payment of any fees associated with these transactions.

## **XVI. LIABILITY**

We agree to make reasonable efforts to ensure that Bay State Savings Bank Business Banking Online services are available. We will act upon any properly authorized transaction, as indicated with your access codes, and be responsible for completing any transfer and payment we actually receive from you in accordance with the terms and conditions of this Agreement. However, we are not responsible for any failed transactions resulting from the following circumstances:

- If, through no fault of ours, you do not have enough funds available in your deposit account (and if applicable, enough available credit in your line of credit) to make the requested transaction;
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken;
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy and/or your funds are subject to legal proceedings restricting the transfer;
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately;
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer;
- If we properly completed your requested transaction but the person or entity to whom you direct a transfer mishandles, delays, or fails or refuses to accept a transfer sent by us;
- If you failed to delete or change a transfer or payment prior to the scheduled payment date.

There may be other exceptions not stated in this Disclosure. We are not responsible for any damages related to attempting to use Business Banking Online services whether caused by equipment, software, or Internet browser products. We are not responsible for any errors or failures resulting from a malfunction of your computer or to any incompatibility of your computer that may be associated with the use of Business Banking Online services.

## **XVII. INDEMNIFICATION.**

You, jointly and severally release, acquit and forever discharge the Bank, the Bank's subsidiaries, affiliates, parent corporation, officers, directors, stockholders, employees, agents, attorneys, successors and assigns, both present and former (collectively, "Bank Affiliates") of and from any and all manner of action and actions, cause and causes of action, suits, debts, controversies, losses, damages, judgments, executions, claims and demand whatsoever, asserted or unasserted, in contract, tort, law or in equity which against the Bank and/or Bank Affiliates, you ever had, now has or which you ever had or now have upon or by reason or any matter, cause, causes or thing whatsoever, whether known or unknown, including but not limited to any presently contemplated or anticipated (collectively referred to as "Claims"), arising out of or incurred connection with or resulting from any usage of Bay State Savings Bank Business Banking Online services including without limitation: non-performance, malfunction, unauthorized use, mistakes, password security, and confidentiality.

The Bank and the Bank's Affiliates shall not be responsible to you or any third parties under any circumstances for any direct, indirect, consequential, special, punitive or exemplary damages or losses arising in any way out of the installation, use or maintenance of the equipment or software for Bay State Savings Bank Business Banking Online services described herein.

### ***Third Parties.***

We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

IN NO EVENT SHALL THE BANK HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS YOUR DISCLOSURE

AND AGREEMENT TO USE THIS BUSINESS BANKING ONLINE SERVICE.

**XVIII. GENERAL TERMS AND CONDITIONS**

- A. Bank Agreements. In addition to this Disclosure (terms and conditions), you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your online services (online banking, bill payment, ACH, Cash Management.)
- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. You have

the option of choosing email as the vehicle to be notified of changes – there is a check box on the Registration and Setup form to select email notification.

- C. Notices. Unless otherwise required by applicable law, any notice or written communication may be sent to you electronically.
- D. Governing Law  
This agreement is governed and enforced in accordance with the laws and regulations of the Commonwealth of Massachusetts, and applicable Federal laws and regulations.

## DEFINITIONS

TERM	DESCRIPTION
“WE”, “US”, or “BANK”	“We”, “us”, or “Bank” refers to Bay State Savings Bank which offers the online services and holds the accounts accessed by the services.
“YOU” or “YOUR”	“You” or “your” refer to the owner of the Company or the authorized Company representative named on the account(s) held at the Bank.
ACH	An automated clearinghouse where funds may be transferred. The ACH clearinghouse is governed by operating rules and standards set by the National Automated Clearing House Association (NACHA).
AVAILABLE BALANCE	The current balance in an account, less any pending transactions (or transactions not posted to-date).
BANKING DAY	Any day on which the facility of the ACH Operator (FDIC facility) is open to carry on substantially all of its banking functions.
BOOK TRANSFER	Book transfer is a transfer of funds between eligible accounts.
BUSINESS ACCOUNT	Any account not used for personal, family or household purposes.
BUSINESS DAY	Any calendar day other than Saturday, Sunday, or legal holiday.
COMPANY ADMINISTRATOR	The authorized contact Company designated to access Business Banking Online. The Company administrator has full access to the Business Banking Online service.
DESIGNATED ACCOUNT	The eligible, business checking account the Company designates as their funding account for bill payment withdrawals.
NACHA	<b>The Electronic Payments Association</b> , formerly the <b>National Automated Clearing House Association</b> , is an organization that develops electronic solutions to improve the ACH payment system in the United States. The rules and regulations governing the ACH network are established by NACHA and the Federal Reserve.
TIME OF DAY	Eastern.

## PRIVACY

Bay State Savings Bank recognizes our obligation and commitment to protect your privacy. We do not disclose nonpublic personal information about customers or former customers to anyone, except as permitted by law. Please refer to Bay State Savings Bank Privacy Policy you received when you opened your account or the most recent copy you received in the mail.

**All Business Banking Online applicants must agree to this Disclosure and Agreement prior to proceeding with Business Banking Online Registration and Setup.**

**If you agree with the terms and conditions as presented in this Disclosure and Agreement complete the Business Banking Online Registration and Setup form. *Print* the form, *sign* it and *return* it to the *Bank*. You will be required to have verification you are an authorized representative of the Company and verify your name included in the Company resolution(s).**

**Click here to proceed to register:** [Business Banking Online Registration & Setup Form](#). Be sure to print and sign the form and return it to the any of the conveniently located Bay State Savings Bank offices.