ONLINE BANKING AGREEMENT DEDHAM INSTITUTION FOR SAVINGS.

Your Bank

Founded in 1831.

Telephone Connecting All Offices (781) 329-6700; TOLL FREE (800) 462-1190 Member FDIC/ Member DIF **a** EQUAL HOUSING LENDER

INTERNET: http://www.dedhamsavings.com

Online Banking Agreement

This Agreement describes your rights and obligations as a user of Dedham Savings' Online Banking Service, which encompasses Your Link Basic and Your Link with Bill Payment service. It also describes the rights and obligations of Dedham Savings. Please read this Agreement carefully. By requesting and using one of these services, you agree to comply with the terms and conditions of this Agreement.

Definitions

The following definitions apply in this Agreement. "Online Banking" also known as "Your Link" is the Internet-based service providing access to your Dedham Savings account(s); "Online Account" means any account from which you will be conducting transactions using a Service. "Time of day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable. "We" or "us" refers to Dedham Savings which offers the Services and which holds the accounts accessed by the Services.

Access to Services

Dedham Savings will provide instructions on how to use Your Link Basic or Your Link with Bill Payment service. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your Password and your User ID.

Enrollment for Services

You authorize us to use Metavante Corporation to provide the Services to you on our behalf. To enroll for Online Banking, you must agree to the terms and conditions of this Agreement and complete the online enrollment process. You may also, at any time, change the Services for which you have enrolled by contacting us in writing or calling us at (800) 462-1190 or (781) 329-6700. Your enrollment must be reviewed and approved by us. We reserve the right to reject your enrollment in the services or to refuse your access to use of the Services for any reason and at our sole discretion.

Password and User ID Security

When you enroll in the Internet Banking Service, you will select a User ID and Password to gain access to the Internet Banking Service. These are for your personal use and you agree to keep your User ID and Password confidential in order to prevent unauthorized access to your accounts. However, if you should provide your User ID and Password to another person(s) to make transactions on your behalf, both you and such person(s) are bound by the terms and conditions outlined in this agreement. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

During your first login, you will be required to enroll in Secure Sign On, consisting of choosing four security questions and an image. You may also elect to register a cookie on your computer, allowing the PC to save information for future use. After you set up Secure Sign On, we will have two additional ways to identify you:

- The PC you are using
- Confirmation questions with answers that are unique to you

Every time you sign on, we will ask for one of these, in addition to your User ID and Password.

We can recognize you based on the computer you use to access online banking. If you sign on from your own computer, we can mark it with a browser cookie that helps us recognize you every time you sign on. If we don't recognize your computer, we will ask you two confirmation questions. These are personal questions you have selected during set up to help us to recognize you when you log on from a new computer.

If at any time you have forgotten your password, you may use the Forgotten Password System. The Forgotten Password link is located on the Password page. Click on the link and follow the on-screen instructions. This feature will enable our customers to retrieve their own lost or forgotten passwords without having to contact a customer service representative.

*NOTE: AOL users must update to version 9.0 to utilize the Forgotten Password feature. This feature is not available on prior versions of AOL. Other Internet users that have pop-up blocking will need to disable their blocking to enroll.

Tell us AT ONCE if you believe your User ID and/or Password has been lost or stolen, or if you believe an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of minimizing your possible losses. You could potentially lose all the money in your account (plus your maximum overdraft line of credit). However, you can lose no more than \$50.00 if you fail to give us notice of your lost or theft of your User ID and/or Password and if someone used your User ID and/or Password without your permission. Also, if your statement shows electronic transfers that you did not make including those made by card, code, or other means, tell us at once. If we are not informed within 60 days after the statement was mailed to you, you may not be able to be reimbursed for your loss after 60 days, if we can prove that we could have stopped the loss from occurring if we had been informed.

If you believe your User ID and/or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: Telephone Number (800) 462-1190 or (781) 329-6700 Monday through Friday 8:30 AM to 7:00 PM, Saturday 9:00 AM to 1:00 PM (888) 289-0342 after regular business hours

Or Write to: Dedham Savings, Electronic Banking, P.O. Box 9107, Dedham, Massachusetts 02027-9107 Or Email us at: yourlink@dedhamsavings.com

Banking Transactions with Your Link

In addition to viewing account information, transaction history and check images, you may use Your Link to conduct the following transactions:

- (1) Transfer funds among your checking accounts, statement savings accounts and money market accounts. When you request a fund transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. If we receive your request prior to 11:00 PM Eastern Time on any business day, we will transfer the funds on that day. If we receive your request after 11:00 PM Eastern Time on a business day or at any time on a day that is not a business day, we will make the transfer on the next business day. NOTE: Because regulations require Dedham Savings to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:
 - (a) Statement savings account You may make six (6) automated transfers, preauthorized transfers, or payments to third parties each statement cycle (monthly) from your account.
 - (b) Money Market account You may make six (6) automated transfers, preauthorized transfers, or checks to third parties each statement cycle (monthly) from your account.

(2) Loans and Mortgage Transfers - You can make transfers only in amounts equal to the regular payment amounts due. Any additional principal payments must either be mailed in or performed in person at one of our branches.

- (3) Electronic Mail- You may use Your Link to send and receive electronic mail with Dedham Savings.
 - If you send Dedham Savings an electronic mail message, Dedham Savings will be deemed to have received it on the following business day. Dedham Savings will have a reasonable time to act on your e-mail.
 - You should not rely on electronic mail if you need to communicate with Dedham Savings immediately for example, if you need to report an
 unauthorized transaction from one of your accounts or if you need to stop a payment that has already been issued.
 - You agree that Dedham Savings may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Dedham Savings shall be considered received within three (3) days of the date sent by Dedham Savings regardless of whether or not you sign on to the Service within that time frame.
- (4) Stop Payment of Checks-You may stop payment on a check(s) that you have written from your checking account that has not already been paid or certified. We will not take action on your stop payment request until we actually receive the completed request. Typically, an electronic request for a stop payment on a check is received by us on the next business day we are open.
- (5)Bill Payment The Bill Payment service permits you to direct payments to businesses or individuals you wish to pay from the designated online Bill Pay Account selected during the enrollment process. Your Bill Pay Account must be a checking account. Money Market accounts are not applicable. A monthly fee may apply. Refer to Fee Schedule section.
- (6) Online Statements Online statements are electronic versions of the deposit statements you receive in the mail. Online access means that you can view your statements at any time, from any location, via Your Link. (refer to separate online statement disclosure)
- (7)New services may be introduced for Your Link from time to time. Dedham Savings will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you, concerning these services.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (800) 462-1190 or (781) 329-6700, between the hours of 8:30 AM and 7:00 PM Monday through Friday, 9:00 AM and 1:00 PM Saturday, or write us at Dedham Savings, Electronic Banking, PO Box 9107, Dedham, Massachusetts 02027-9107, or email us at yourlink@dedhamsavings.com, promptly if you think your statement, receipt or a pre-authorized deposit reflected in your passbook is wrong or if you need more information about a transfer listed on the statement, receipt or a pre-authorized deposit. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you think is incorrect and clearly explain why you believe it was an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you notify us orally, we have the right to require you to send us your complaint or question in writing within 10 business days following the date of your call. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within 10 business days following the date you notified us, we will credit your account for the amount you think is an 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 10 business days following your oral notification, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is an error.

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 and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents that you request.

<u>Dedham Institution for Savings' Liability for Failure to Make Transfers</u>

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following situations:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer will exceed the credit limit on your overdraft line.
- Your subscription to the Service has been terminated for any reason.
- If the automated teller machine where you are making the transfer does not have enough cash.
- The Services, your equipment, the software, or any communications link is not functioning properly and you know or have been advised by us about the
 malfunction before you attempted to execute a transaction or in the case of an automatic or recurring transfer, at the time such payment or transfer should
 have occurred.
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting such transfer.
- Any other specific exceptions stated in our Agreement with you.

Bill Payment Service

The Bill Payment service permits you to direct payments to businesses or individuals you wish to pay from the designated online Bill Pay Account selected during the enrollment process. Your Bill Pay Account must be a checking account. Money Market accounts are not applicable.

In addition, you may select alternate checking accounts from which to pay your bills. All payments you make will be deducted from the designated Bill Pay account. Any payments you wish to make through this service 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 using the Service from time to time. You should not use the Bill Payment Service to make payments to settle security purchases; payments to interest bearing accounts, tax payments, or court ordered payments. Payments to these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Pay Account the following business day (e.g., Monday). After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly or semi-monthly intervals. When you create a new payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the account, and for your business payees, verify information about your account. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner. Dedham Savings will work with the payee on your behalf to attempt to have any late fees or charges reversed.

Dedham Savings is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. Dedham Savings will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Pay Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee correctly to account for or credit the payment in a timely manner, or for any other circumstances beyond the control of Dedham Savings.

If the Online session during which you schedule a Bill Payment ends by 9:00 P.M. Eastern Time, Dedham Savings will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the service, the time is recorded by the Online Banking service controls.

If your Bill Pay Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be canceled and no further attempt will be made by Dedham Savings to make the transfer or payment. In addition, your Designated account can be blocked due to overdrafts. If this occurs, no additional Bill Payments will be processed until the account is properly funded and all payments or transfers are cleared. Dedham Savings will attempt to notify you by e-mail or U.S. Postal Service, but Dedham Savings shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service. In the case of periodic payments, only the payment currently scheduled will be canceled. Periodic payments scheduled for future dates will not be affected.

The way to cancel or change a payment is to use the Your Link Bill Pay Service. Payments must be changed or canceled using the Service prior to 9:00 P.M. Eastern Time on the business day the transaction is scheduled to be initiated. If you ask us 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 oral, written, or electronic, will be in effect for a period of six months. If requested by Dedham Savings, you will confirm any stop payment order in writing. After six months, any stop payment will terminate and must be renewed in order to continue in effect. Dedham Savings may pay any item that is presented following the lapse of any stop payment order.

Confirmation of Payments

Each time you properly enter payment instructions, you are authorizing us to process your request in accordance with your instructions. Payment requests that are properly initiated will appear on the "Scheduled Payments" screen for confirmation. We will process each payment that you confirm that appears on the "Scheduled Payments" screen. If you have a printer, you should print a copy of the "Scheduled Payments" screen for your records. If you do not have a printer, you may call or write to us to obtain a record of your authorized payment requests. If you have been notified of our refusal or inability to make a payment or you do not follow the instructions that we provide to you for initiating payments, you will bear full responsibility for all late fees, finance charges and other damages that you incur, and we will not be liable for any such amounts.

<u>Fee Schedule and Interest Rates</u> Please see the Dedham Savings Fee Schedule for a complete listing of our fees.

Your Link Basic - (View and Transfer service only) - Free

Your Link with Bill Payment - First nine months are Free, thereafter the following Monthly fees apply:

Bill Payment Fee \$3.00 *

*Fee is waived with a Reward Checking, CheckPlus or a Free Checking Account.

We will automatically deduct the monthly fee related to this Service from your Designated Bill Pay Account each month.

Please see the Dedham Savings Truth in Savings disclosure, or call us at (800) 462-1190, for information relating to the rates at which interest may accrue on your deposit accounts.

Bill Payment Limits

Bill Payment limits are as follows: Maximum Default Limits 16-17 years of Age Limit \$10,000.00 \$300.00 Transaction Limit Transaction Limit Daily Limit \$20,000.00 Daily Limit \$300.00

Statements

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

Online Account Opening

Funds from electronic transfers used to open an account online will be available on the fifth business day after the date of the deposit.

Disclosure of information to third parties

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

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

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

Access to customer information is limited to employees with a business reason to know such information. Employees are educated on the importance of maintaining the confidentiality of customer information and employees who violate these principles are subject to disciplinary action.

Other agreements

In addition to this Agreement, you and Dedham Savings agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Your Link service or the Bill Payment service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your account(s) at Dedham Savings.

Hours of Operation: Business Days

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, Dedham Savings's business days are Monday through Friday, excluding holidays. All Online Banking transaction requests received after 9:00 P.M. Eastern Time on business days and all transactions which are requested on Saturdays, Sundays or holidays will be processed on the next business day. Dedham Savings business day begins at 7:30 A.M. Eastern Time.

Modifications to this Agreement

Dedham Savings may modify the terms and conditions applicable to the Online Banking or Bill Payment services from time to time. We will give you notice of any modification as required by law. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will be deemed to have received it three days after it is sent.

Inactivity: Termination

We may cancel your Your Link Basic or Your Link with Bill Payment account if you do not log on to Your Link or have any transaction scheduled through Your Link during any consecutive 90 day period. Once your account has been closed, you must re-enroll.

We can terminate this Agreement or any of your electronic banking privileges (including the Bill Payment service) at any time. If we do so, we will give you any notice required by law.

Canceling the Service

You can also terminate this Agreement or the Services at any time. To cancel Your Link Basic and/or Bill Payment service, you must notify Dedham Savings and provide your name; address; whether you are discontinuing Your Link Basic, Bill Payment or both; and the effective date to stop the service. You may notify us by one of the following methods:

- 1) By sending an e-mail to yourlink@dedhamsavings.com
- $2)\ By\ calling\ (800)\ 462-1190\ Monday\ through\ Friday,\ 8:30\ A.M.\ to\ 7:00\ P.M.\ and\ Saturday,\ 9:00\ A.M.\ to\ 1:00\ P.M.\ and\ P.M.$
- 3) By writing a letter and either sending it to the following address or giving it to a customer service representative at any

Dedham Savings location:

Dedham Savings ATTN: Electronic Banking 55 Elm Street PO Box 9107

Dedham, MA 02027- 9107

When Bill Payment is terminated (either by you or us), any prescheduled or recurring Bill Payments will also be terminated.

Evidence

Any documentation provided to you that indicates that an electronic fund transfer was made shall constitute prima facie proof that the transfer was made.

Governing Law

The laws of the Commonwealth of Massachusetts and applicable federal law govern this Agreement.