

ROCKLAND FEDERAL CREDIT UNION

ONLINE BANKING AGREEMENT

A. GENERAL PROVISIONS

1. You Agree

Before you use Online Banking services, please read this Agreement carefully. When you access Rockland Federal Credit Union's ("Credit Union" or "RFCU") Online Banking services through our website, you agree to be bound by the terms of this Online Banking Agreement (the "Agreement" or "Deposit Agreement"), and (after their effective date) by any changes to those terms. If you do not agree with the terms of this Agreement, you may not use Online Banking services.

This Agreement between you and RFCU governs the use of our Online Banking Service and Transfers Outside RFCU. These services permit Credit Union members to perform a number of banking functions on accounts linked to the service through the use of a computer. Unless indicated otherwise by the context, "linked accounts" refers to all of your accounts that you have linked to Online Banking or Transfers Outside RFCU.

An up-to-date version of the Agreement, which may be viewed, printed or downloaded, will be posted on RFCU's website. You may print this Agreement or you can download this Agreement to your computer. You may also receive a copy of this Agreement and the other agreements that govern your accounts and services with us by calling (781) 878-0232, extension 225, during RFCU's normal business hours.

Your use of Online Banking services to access deposit and loan accounts is also governed by the applicable account disclosure statements which were provided to you when you opened your accounts; these include the Important Account Information for Members brochure, the Notice of Your Financial Privacy Rights and the Member Service Disclosure which are referred to herein collectively as the "Account Agreement."

In particular, the disclosure entitled "Electronic Funds Transfers: Your Rights and Responsibilities" covers such important matters as the types of transfers that can be performed through Online Banking services, documentation of transfers on monthly statements, our liability for failure to make transfers, confidentiality, procedures and customer liability in the event of an unauthorized transfer, and error resolution. You should familiarize yourself with this document; a copy may be obtained on our website under the Forms/Disclosure section.

2. Changes To This Agreement

Users of Online Banking services are subject to the terms of the Agreement as then in effect. The terms of the Agreement are subject to change without prior notice, except that we will mail and/or e-mail a written notice to you of any of the following types of changes to this Agreement, at least 21 days before such change becomes effective:

- Any increase in fees for services provided under this Agreement;
- Any increase liability for users of services provided under this Agreement;
- Any reduction in the types of electronic fund transfers permitted; or
- Any change that limits the frequency or dollar amount of transfers permitted.

Prior notice may not be given if an immediate change is necessary to protect the security of your account, and the Credit Union reserves the right to impose without prior notice any change in terms or conditions that we deem necessary to maintain or restore the security of an account or of an electronic fund transfer system.

If notice of the amendment is required by law, notice will be provided to you at your address of record.

If you do not agree to a change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the service. By using the service after the effective date of the change or amendment, you agree to that change or amendment, and agree to be bound by the revised Agreement.

3. Definitions

In this Agreement, the following definitions apply:

"Online Banking services" means the account access, bill payment, and other services offered by RFCU to its members using internet access, all of which are governed by this Agreement.

The words "you" and "your" mean an RFCU member and any person(s) using the Online Banking services including, without limitation, any others you permit to use the service.

The words "we", "us", "our," "Credit Union" and "RFCU" mean Rockland Federal Credit Union.

The word "Deposit Account" means a checking, statement savings, advantage savings or money market account with RFCU of which you are a named owner or co-owner, but does not include term certificate accounts, passbook accounts and Christmas club accounts.

The word "Payment Account" means a checking account with RFCU of which you are named owner or co-owner. Bill Payments can only be paid from Payment Accounts.

The words "Electronic Fund Transfer" are used as defined in the Electronic Funds Transfer Act to mean a transfer of funds to or from your Deposit Account.

"PIN" means the Personal Identification Number that will be selected for you upon acceptance of your application to use Online Banking Services. If your application is accepted, you will receive a notice in the mail, notifying you of your PIN.

"Agreement" and "Deposit Agreement" have the meanings given them in section A.1. of this Agreement.

4. Access to Online Banking services; Business Days

You can use your Computer to access Online Banking services 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods as defined by RFCU.

RFCU's business days, during which RFCU's offices are open to the public for the carrying on of substantially all business functions, are Monday through Friday excluding holidays. Business hours are 8:30AM to 5:00PM. Individual branch offices offer services seven days a week, excluding holidays. Branch hours vary.

On Line Banking transactions processed before 9:00P.M. on any business day will be posted on that business day. Transactions processed after 9:00P.M. or anytime on Sunday or a RFCU holiday will be posted the next business day and will be effective on the date of posting.

Your RFCU monthly statement will show Online Banking activity in your Deposit Accounts, together with other transactions as set forth in the Account Agreement.

You may use Online Banking to:

- Transfer funds between your linked RFCU accounts on either a one-time or recurring basis, including as a payment to a linked installment loan or mortgage.
- Transfer funds from your linked RFCU personal or sole proprietor accounts to most RFCU personal or sole proprietor deposit accounts of other individuals.
- View current balance information for your linked RFCU accounts.

- Review available transactions for your linked accounts.
- Perform self-service account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or saving statements, changing address and phone, and changing your Online ID and Online password.
- Send us secure online mail messages and questions regarding your Online Banking service.

Some of the above services may not be available for certain accounts or members.

If you need to contact us for any reason regarding Online Banking services, you may call RFCU at (781) 878-0232, extension 225, or write to us at:

Rockland Federal Credit Union
241 Union Street
Rockland, Massachusetts 02370-2308

B. AUTHORIZATION; UNAUTHORIZED USE; ERRORS

1. Authorizations; Disclosure of PIN

You must be an owner or joint owner of a Deposit Account in order to access it through Online Banking services. By applying for Online Banking services, you agree that each owner of a Deposit Account of which you are a joint owner is authorized to access all of the funds held in that Deposit Account. For Deposit Account transactions, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing the transaction. We reserve the right to deny transactions under certain circumstances.

RFCU identifies users by their unique Account Number and PIN. RFCU is entitled to act upon instructions received with respect to any Online Banking service under your Account Number and PIN and without inquiring into the identity of the person using the PIN. We will establish access for you using a default PIN. You will be required to immediately change your PIN upon your first log-in.

You understand and agree that your PIN will be utilized for security purposes to authenticate electronic transfers, and that you are responsible for safeguarding your PIN. All transactions initiated with your Account Number and PIN will be considered by us as having been authorized by you. You understand and agree that in disclosing your PIN to anyone, you are providing that person with the authority to perform all transactions relating to any Deposit Account of which you are an owner or joint owner, including Bill Payment Services, until you revoke that authority by changing your PIN. If you believe that your Account Number or PIN has been compromised, you must immediately notify RFCU of that fact and change your PIN.

2. Member's Responsibility

You are responsible for all transfers, payments and other transactions you authorize using Online Banking services. If you permit other persons to use your PIN to access Online Banking services, you are responsible for any resulting transactions involving your accounts. You are responsible for keeping your PIN and account data confidential.

Joint Accounts

When your Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

Member Liability

Tell us AT ONCE if you believe that your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus the maximum of any available overdraft lines of credit).

If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from any of your accounts without your authorization:

Telephone Rockland Federal Credit Union at: (781) 878-0232, extension 225, or write to us at: 241 Union Street Rockland, Massachusetts 02370-2308

You are responsible for all transfers you authorize using the Online Banking services under this Agreement. If you permit other persons to use your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts.

If you tell us within two (2) Business Days after you discover that your PIN has been lost or stolen, you will be liable for no more the \$50 if someone used your PIN without your authorization. If you do not tell us within two Business Days, you may be liable for up to \$500.

If your statement shows transfers that you did not make or any other errors, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may be for liable for the full amount if we can prove that we could have stopped someone from making the unauthorized transfers.

If you tell us about these errors orally, we make ask you to send us your complaint or question in writing within 10 business days. If you do not comply with our request within 10 days, we may stop our investigation and not credit your account.

Confidentiality

We will disclose information to third parties about your Online Banking services or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (iii) In order to comply with government agency or court orders; or
- (iv) If you give us your written permission.

3. Computer Requirements; Consent to Electronic Communications

You are responsible for the installation, maintenance and operation of your computer, other equipment used to access Online Banking services, and software (collectively, your "Computer"). We are not responsible for any errors or failures caused by any malfunction of your Computer, and we are not responsible for any computer virus or related problems that may be associated with the use of Online Banking services or your Computer. You are also responsible for all telephone charges incurred in connecting to Online Banking services and for charges by any Internet provider providing your connection to the Internet.

You must have an e-mail account, and provide us with a valid e-mail address, in order to use Online Banking services. By using Online Banking services, you agree that for as long as you use Online Banking Services, any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form (e-mail), that you will check for e-mail regularly, and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of change in terms notices affecting your use of Online Banking services.

On RFCU's public home page, you can apply for membership in RFCU, for any account or loan facility offered by RFCU to its members, or for Online Banking and the delivery of eStatements..

You can send electronic mail (e-mail) to us either from the public home page or while using Online Banking services.

4. Fees

Presently, RFCU does not charge its members fees for the use of its Online Banking service, nor does it limit the number of transactions permitted or their dollar amounts (except as described above in this section). Certain transactions accessible through Online Banking are subject to the same fees as if conducted in person or by telephone; these fees are set forth in the Account Agreement.

Presently, RFCU does not charge a monthly fee for the use of its Online Bill Payment service on personal accounts.

You should note that depending on how you access Online Banking or Transfers outside of RFCU, you might incur charges for:

1. Normal account fees and service charges.
2. Any Internet service provider fees.
3. Payments or transfers made through Online Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
4. Additionally, fees may be assessed for added self-service features available through Online Banking such as stop payment requests, check copy orders and account statement copy orders. Please consult the member service disclosure for detailed fee information.
5. An NSF, returned item, overdraft fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.
6. We may charge you a research fee of \$25.00 per hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine that an error occurred.

RFCU reserves the right in the future to charge fees for the use of Online Banking services, to limit the number of permitted transactions, and/or to change the features of Online Banking, subject to the notice provisions in section A.2.

5. Limit of Our and Other Providers' Responsibility (Other Than For Unauthorized Transfers)

We agree to make reasonable efforts to ensure full performance of Online Banking services. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet, or caused by any browser software or other feature of your Computer.

We are not responsible for any direct, indirect, special, incidental, consequential, multiple, or punitive damages arising in any way out of your use of Online Banking services, or for attorneys' fees. Because some states do not allow the exclusion or limitation of certain types of damages, in such states our liability is limited to the extent permitted by law.

RFCU MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

C. ONLINE BILL PAYMENT

Bill Payment is a separate service offered as part of Online Banking. If you have requested and received our Online Banking Service, you can also request the Online Bill Payment Service, through which you can make payments to third parties from your RFCU checking account.

1. Use of Online Bill Payment

To pay bills using the Bill Payment feature, you must use your Computer to authorize a payment from a Payment Account. Your payment will be made either by transferring funds electronically to the payee or by sending the payee a paper check. (A "payee" is the person or business you are paying.)

You must have a RFCU checking account opened and in good standing to use the Bill Payment Service.

If you close your RFCU checking account, you must notify us to cancel your Bill Payment Service. Service charges will continue to accrue until that notice is provided to us.

You agree that payment transactions executed through an automated clearing house will be subject to the rules of the National Automated Clearing House Association (NACHA).

The Bill Payment Service allows you to schedule bill payments through RFC U's Real Online Banking service. You can arrange, at your option, for the payment of your current, future and recurring bills from your RFCU checking account, up to a maximum of \$9,999.99 per payee each business day. There is no limit to the number of payments that may be authorized, except as may be otherwise provided by Federal Reserve Regulation D. Only one one-time payment and one recurring payment may be sent to each payee on the same day.

Using the Bill Payment feature, you can only pay payees with United States addresses. You may pay any merchant or individual approved by the bill payment vendor for payment through the Bill Payment Service. We are unable to process any payments to federal, state, or local tax agencies or courts. While most payees can be paid by using the Bill Payment feature, we reserve the right to refuse to pay certain payees. We reserve the right to refuse to honor payment requests that reasonably appear to us to be fraudulent or erroneous.

You may use the Bill Payment feature to authorize automatic recurring payments in order to pay bills. These payments must be for the same amount each month and they will be paid on the same calendar day of each month, or on the following business day if the regular payment day falls on a weekend or holiday.

You agree to maintain sufficient funds in the checking account and/or overdraft account from which bills are being paid or your Bill Payment Service may be canceled without notice.

By furnishing us with the names of your payees and their addresses, you authorize us to follow the payment instructions to those payees as provided by you via our Bill Payment Service.

Participation by Payees

Occasionally a Payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from the credit union. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through Online Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service.

You should not use the service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

2. Scheduling Payments.

General. It is your responsibility to authorize your payments in such a manner that your payments may be paid on time; the time periods referenced below are guidelines only. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to schedule payments sufficiently in advance. You cannot schedule bill payments for the same day. The earliest a payment may be scheduled is the next day.

Paper Check. When using the Bill Payment feature, you should schedule payments in advance in order to provide us with at least 5 business days to deliver the payments before they are due.

Electronic Payment. If you know a Bill Payment Service payee accepts payments electronically, you should schedule your payments in advance in order to provide us with at least 2 business days to deliver the payments before they are due.

In using the Bill Payment feature, you acknowledge that the time elapsed between your authorization of a payment and the vendor's receipt is subject to numerous factors beyond RFCU's control, including (without limitation) the performance of other service providers and, in the case of paper checks, the mail.

3. Canceling Payments.

You may cancel a payment under certain circumstances by following the instructions provided:

1. You may use Online Banking services to cancel a payment if your request to cancel is sent no later than 9:00 p.m. Eastern Time (ET) the Calendar day before the payment is scheduled to be made, by editing or deleting the scheduled payment. If your request to cancel is not received before 9:00 p.m. ET the Calendar Day before the payment is to be made, you may be responsible for the payment. You should be aware that electronic communications are not always instantaneous and can involve delays of several hours or longer.

D. TERMINATION; GOVERNING LAW

1. Ending the Online Banking services Agreement

You may end your rights to use Online Banking services by telling us in writing. We may end your rights to use Online Banking services for any reason and at any time without notifying you. If more than one person is authorized to withdraw funds from your Account, or if another person uses Online Banking services to access your Account, we cannot stop that person from using Online Banking services unless we end this Agreement. If the Account is a joint Account, any owner of the Account may ask us to end this Agreement. We are not responsible for notifying any remaining account holders of the termination. If you close Online Banking services, you authorize us to continue making transfers, bill payments, and other transactions you have previously authorized until such time as we have had a reasonable opportunity to act upon your closing notice. Once we have acted upon your closing notice, we will make no further transfers, payments or transactions from your Account, including transfers, payments or transactions you have previously authorized. However, you must cancel any automatic recurring transfers

requested using Online Banking services prior to terminating Online Banking services, otherwise we will continue to make such payments. If we close Online Banking services, we reserve the right to make no further transfers, payments or transactions from your Account, including any transfers and transactions you have previously authorized. If either you or we end your rights to use Online Banking services, we will no longer be required to complete any of your Online Banking services transactions. You will remain obligated to us under this Agreement for all your Online Banking services transactions, even if they occur or are completed after this Agreement is ended.

2. Governing Law

This Agreement is governed by the federal laws of the United States and the laws of the Commonwealth of Massachusetts unless otherwise required by federal or state law. Any issue relating to an Account or service with us that you access through Online Banking services 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.