

ROCKLAND FEDERAL CREDIT UNION
SMALL BUSINESS ONLINE BANKING AGREEMENT

A. GENERAL PROVISIONS

1. You Agree

This Small Business Online Banking Agreement (the "Agreement") governs the use of Rockland Federal Credit Union's ("Credit Union" or "RFCU") Small Business Online Banking Service and Transfers Outside Rockland Federal Credit Union. These services permit RFCU's Small Business members to perform a number of banking functions on accounts linked to the service through the use of a computer. Before you use Online Banking services, please read this Agreement carefully. When you access RFCU's Online Banking services through our website, you agree to be bound by the terms of this Online Banking 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.

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 Deposit Account Agreement (the "Deposit Agreement") "Understanding Your Business Accounts" for which Small Business Accounts, including the Electronic Funds Transfer Agreement portion (collectively, the "Account Agreement"), which was provided to you when you opened your Account.

Small Business Banking Online access is available over the Internet. You can access Small Business Banking Online from our web site once your Account has been activated. No additional software is required for Internet access to Small Business Banking Online. When you login to our web site, you are requesting Internet access to your account and are agreeing to the terms of this Agreement. You are also agreeing that 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 the electronic form, and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of change of terms notices affecting your use of Small Business Banking Online.

If you use Small Business Banking Online or permit another to use Small Business Banking Online for you, you and they agree to the terms and conditions stated in this Agreement. You agree to use Small Business Banking Online only as provided in this Agreement. If you do not agree to the terms and conditions, you may not use Small Business Banking Online. By using Small Business Banking Online, you consent to the electronic transmission of financial information. Your consent will be deemed effective for as long as you use Small Business Banking Online.

2. Eligible Accounts

In order for you to use Small Business Banking Online, you must have a Business Checking Account (share type 50 & 51). Small Business Banking Online is limited to business accounts and does not include personal accounts. Only the President or Principal of the Business is authorized to sign up for Small Business Banking Online. The PIN mailer will be mailed directly to the President or Principal using the address RFCU has on file.

3. 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, however, 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 the President or the Principal using the address RFCU has on file.

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.

4. 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 Small Business member, and the words "we", "us", "our" and "RFCU" mean Rockland Federal Credit Union.

The word "Deposit Account" means a Small Business checking, savings, or money market account with RFCU of which you are a named President or Principal of the Business, it does not include personal accounts, term certificate accounts, passbook accounts and Christmas club accounts.

The word "Payment Account" means a checking account with RFCU of which you are named President or Principal of the Business. 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. The PIN mailer will be mailed directly to the President or Principal using the address RFCU has on file.

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

5. 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.

Online Banking transactions processed before 9:00 P.M. on any business day will be posted on that business day. Transactions processed after 9:00 P.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.
- 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 the President or Principal of the business Deposit Account in order to access it through Online Banking services. By applying for Small Business Online Banking services, you agree that each user is authorized to access all of the funds held in that Small Business Deposit Account. For Small Business 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 Small Business 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. Business Member's Responsibility

You are responsible for all transfers, payments and other transactions you (or your users) authorize using Small Business 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.

You are responsible for all transfers you authorize using Small Business Banking Online. If you permit other users to perform Small Business Banking Online transactions, you are responsible for any transactions they authorize from your Small Business Banking Online Accounts.

You should notify us immediately if you believe any of your Accounts have been accessed or any Member ID or Passwords have been used without permission. Contacting us right away will help you reduce possible losses.

Tell us AT ONCE if you believe your Member ID and/or your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission using Small Business Banking Online, call or write to us at the telephone number or address set forth in Section 5.

YOU ARE FULLY RESPONSIBLE FOR ANY TRANSACTIONS MADE BY USE OF YOUR MEMBER ID(S) OR YOUR PASSWORD TO ACCESS YOUR BUSINESS ACCOUNT(S). YOU AGREE TO IMMEDIATELY REIMBURSE US FOR ANY LOSS, CLAIM, OR DAMAGE WHICH WE SUSTAIN AS A RESULT OF THE USE OF ANY USERID OR PASSWORD ISSUED AT YOUR REQUEST TO ACCESS YOUR BUSINESS ACCOUNT(S). WE SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGE WHICH YOU SUSTAIN AS A RESULT OF THE USE OF ANY MEMBER ID(S) OR PASSWORD(S) ISSUED PURSUANT TO THIS AGREEMENT TO ACCESS YOUR BUSINESS ACCOUNTS(S).

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 Small Business Online Banking services. By using Small Business Online Banking services, you agree that for as long as you use these 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 Small Business Online Banking services.

4. Fees

Once you apply for Small Business Banking Online and are approved by us, you will be charged the applicable monthly fee, whether or not you use Small Business Banking Online services. Please see the Member Service Disclosure for the fees on our Business Accounts. You

authorize us to deduct all applicable Small Business Banking Bill Payment fees from your Small Business Checking Account that you have designated for this purpose. We may change or add fees for Small Business Banking Online and you will be notified either electronically or in writing in a timely fashion. In addition to the fees noted here, the service charges and fees provided in other agreements and disclosures will continue to apply. You are also responsible for all telephone charges incurred in the connecting to Small Business Banking Online and for the charges by any Internet service provider providing connection to the Internet

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 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 Small Business 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.

We are responsible for processing your instructions and requests. However, we will NOT be liable:

1. If you do not have adequate money in an Account to complete a transaction from that Account, or if that Account has been closed;
2. If you have not properly followed Small Business Banking Online instructions on how to make a transfer;
3. If you have not given us complete, correct, and current instructions so that we can make

- a transfer;
4. If withdrawals from any of your Accounts have been prohibited by a court order such as garnishment or other legal process;
 5. If your Computer was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer;
 6. If we have reason to believe that you or someone else is using Small Business Banking Online for fraudulent or illegal purposes;
 7. If circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages, postal strikes, fires, and floods.

Reporting Unauthorized Transactions and Errors

If you believe that an unauthorized transaction has been made from your Account, or if you believe there has been an error, telephone us immediately at 781-878-0232 or 800-562-7328 or write us at:

Rockland Federal Credit Union
241 Union Street
Rockland, MA 02370

C. ONLINE BILL PAYMENT

Bill Payment is a separate service offered as part of Small Business Online Banking. Through this service you can make payments to third parties from your RFCU Small Business 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 Small Business checking account opened and in good standing to use the Bill Payment Service.

If you close your RFCU Small Business 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 clearinghouse 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 RFCU'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 these instructions. 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

Either you or we may terminate this agreement and your Small Business Banking Online service at any time upon given written or oral notice of the termination to the other party. You may mail any written notice of the termination to us. Please note that if more than one of you has signing authority with respect to the Small Business Banking Online Account then any of you may terminate the Account. We are not responsible for notifying any remaining Account holders of the Account termination.

If you terminate Small Business Banking Online, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Accounts, including any transfers or payments you have previously authorized.

If we terminate your use of Small Business Banking Online, we reserve the right to make no further transfers or payments from your Account, including any transactions you have previously authorized.

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 Small Business 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.

The undersigned for RFCU and the Business represent that they are authorized to execute this Agreement on behalf of their respective entities.

Business Name

Member Account Number

Authorized Business Signature

Title

Date

Internal Use Only:

Branch Location: _____

MSR: _____ Teller # _____

Date: _____

Signature of President/Principal to be verified prior to forwarding to the OLB Dept.