



Consumer Internet Banking Agreement

“Bank”, “we”, “us”, and “our” mean Bank of New England (BNE). “You” and “your” mean each depositor who contracts for Internet Banking service with us or who uses or is authorized to use an Internet Banking Identification Number and Internet Banking Password or other means of access, which we establish or approve. The term “Internet Banking” refers to our service that allows you to obtain account information, review transaction activity, transfer funds, and perform other transactions over the Internet by use of a personal computer and appropriate browser software and /or other means which we now authorize or may allow from time to time. This agreement states the terms and conditions that apply when you use our Internet Banking service. These terms and conditions are in addition to those terms and conditions that apply to any other accounts you have with us or any other services you obtain from us, including those set forth in any deposit agreement. This agreement shall be governed by and interpreted under applicable state and applicable Federal law as covered in your deposit agreement received at account opening. We reserve the right to amend or terminate the Internet Banking service at any time. You further agree that all disclosures required to be provided by the Bank under Federal Reserve Regulation E (Reg.E) in writing for its Internet Banking service may be provided by the Bank electronically through this agreement and the related disclosures.

You understand and agree that security for the Internet Banking service is controlled by the Internet Banking Customer Identification Number, together with the Internet Banking Password chosen, entered and maintained by you. You will be required to enter your account number and a portion of your social security number the first time you use the Internet Banking service. You will be prompted to change your Customer ID at that time. You will also be prompted to change your Password. You can change your password at any time through the Options button. You are responsible for all transactions that you initiate. If you have a reason to believe that someone has gained access to your password, or have given someone your Internet Banking Customer Identification Number and Password and want to terminate that person’s authority, you must change your identification number and Password or take additional steps by calling Bank of New England to prevent further access by such person(s). You agree to use your best efforts to safeguard and protect your Internet Banking Identification Number and Password from unauthorized use.

Any information downloaded by you becomes your property and responsibility.

You may use the Internet Banking service to access your deposit accounts at Bank of New England which you are an authorized signer on. We reserve the right to limit the types of accounts that may be accessed and the types of transactions you may perform. You agree that if any account being accessed through the Internet Banking service is jointly owned, then you will be bound by all transactions in the account authorized by any joint account owner.

You also understand that there is a maximum dollar limit on any transfer that is equal to the available balance in your deposit account(s) plus the available credit balance in any overdraft line of credit attached to the deposit account(s), if applicable.

Internet Banking Fees

There is no fee for the use of Bank of New England’s Internet Banking Service. You acknowledge that transaction limitations, as described in the Truth in Savings Disclosure you received when you opened your deposit account(s) or subsequently thereafter, apply to transfers or withdrawals from savings or money market accounts. Federal regulations limit transfers or withdrawals to six per statement cycle when initiated by telephone, electronic, or other preauthorized means. You also acknowledge that if you exceed the restrictions on more than an occasional basis, with a prior notification, we may close the savings or money market account and transfer the funds to a checking account.



Liability

You are solely responsible for controlling the safekeeping of and access to, your Internet Banking Customer Identification Number and Password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Bank of New England and change your Password. Bank of New England is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Bank of New England's agent. In any event, Bank of New England will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Bank of New England has knowledge of the possibility of them. Bank of New England is not liable for any act, failure to act or delay in acting, if it is caused, in whole or in part, by any cause beyond Bank of New England's reasonable control.

Amendment and Termination

Bank of New England has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on Bank of New England's records, by posting notice in branches of Bank of New England, or as otherwise permitted by law.

Bank of New England has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Bank of New England.

Fees

Additional Charges for Customer requested Services and Other Items

Bank of New England reserves the right to charge you for research time involving payments no longer available in your screen history. For all other account fees, please refer to the Bank's Schedule of Service Charges received when you opened your account or periodically mailed to you along with your monthly statement. We will inform you before charges are incurred.

Problems

If you believe an error has occurred, you can call the following number for information about how to handle the problem: Bank of New England:(603)-894-5700: 8:00AM - 5:00 PM EST

Change in Terms

If the change results in increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers we will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this agreement. We may send any such notice to you only by electronic mail and you will be deemed to have received it three days after it is sent.