

Beverly Bank

Agreement and Disclosures

INTERNET BANKING TERMS AND CONDITIONS AGREEMENT

Business Online

This Agreement describes your rights and obligations as a user of the Cash Management Service and all other services made available online by Beverly Bank, including without limitation the Online Bill Payment Service ("Service" or "Services"). It also describes the rights and obligations of Beverly Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service. If you do not agree to these terms, do not complete your registration for the Services or use the Services.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Beverly Bank for the provision of certain Cash Management Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

*You will check your e-mail regularly for Notices from Beverly Bank.

*You will provide accurate, current and truthful registration information and contact information (including your e-mail address) and that you will keep this contact information up-to-date with Beverly Bank.

* We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

* We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

* You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

* If you wish to withdraw consent to receive information electronically or to terminate the Services, you may call Beverly Bank at 877-398-3793, or write a letter and send it to:

Beverly Bank
Attention: Online Banking
254 Cabot Street
P.O. Box 498
Beverly, MA 01915

* You are able to access information that is provided in the same manner as the information and the Services via the Internet.

DEFINITIONS

The following definitions apply in this Agreement.

"Online Banking" and "Cash Management" is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement.

"Online Account" is a Beverly Bank account from which you will be conducting transactions using a Service.

"Business Day" refers to Monday through Friday, excluding holidays as determined by Beverly Bank. All Online transaction requests received after regular banking hours or on a non-Business day, will be processed immediately, but may not appear in the online history until the following Business Day.

Beverly Bank Business Day Banking Hours:
Monday through Friday 9:00 a.m. – 5:00 p.m.

"Password" is a series of numbers, special characters and/or letters that you select after the initial sign-on that establishes your connection to the Service(s). Beverly Bank will provide you with a code for use during the initial sign-on process.

"Time of day" references are to Eastern Standard Time.

"Beverly Bank", "we," "us" or "our" refers to Beverly Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

ACCESS TO SERVICES

Beverly Bank will provide online instructions describing how to use the Cash Management Service or Online Bill Payment Service. To gain access to this Service you will need your Access ID and your Password.

HOURS OF OPERATION

The Service(s) are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are scheduled between 11:00 pm Wednesday to 5:00 am CT Thursday, and 11:00 pm Sunday to 5:00 am CT Monday. When this occurs the service(s) will not be available.

USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is of paramount importance to Beverly Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Beverly Bank Access ID, up to the limits allowed by applicable law. While Beverly Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their Access IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No representative from Beverly Bank will ever call or e-mail and ask for your Access ID or User Password; however, if you contact Beverly Bank you may be asked for your Access ID and other personal information to verify your identity.

IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password has been lost or stolen, call Beverly Bank immediately at 877-398-3793. Telephoning Beverly Bank is the best way of minimizing your losses--- **DO NOT USE EMAIL TO NOTIFY US.** You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Cash Management to conduct the following transactions:

* Transfer funds among your linked checking, savings, loans and line of credit accounts.

* Stop Payment Authorizations – You may complete a stop payment request Online. A fee of \$25.00 will apply for each stop payment request placed. Stop payment requests placed after regular banking hours may not be processed until the next business day. Your Online request to place a stop payment will be your electronic signature authorization to complete the stop payment order. **YOUR ABILITY TO STOP PAYMENT. Unless otherwise provided in our Agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.** The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in our Agreement, effectively eliminate your ability to stop payment of the transfer.

* Passbook Savings Account – You may complete balance inquiries, however, you may not transfer funds to or from a passbook savings account.

NOTE: Federal regulations require Beverly Bank to limit the number of pre-authorized transfers to third parties and transfers (including Online Banking and telephone transfers), from money market and savings type accounts. You are limited to six such transfers from each money market and/or savings type account(s) you have, each statement period, for purposes of making a payment to a third party or by use of telephone or computer. There are no limitations for transfers into a money market or a savings account.

New services may be introduced for Cash Management from time to time. Beverly 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 will be made available to you concerning these services.

ONLINE BILL PAYMENT

Pay bills to third party vendors Online from your checking account. (Refer to Terms and Conditions from Online Bill Pay).

STATEMENTS

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

IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE

If your statement shows transfers that you did not make, notify Beverly Bank immediately at 877-398-3793, or write a letter and send it to:

Beverly Bank
Attention: Customer Service
254 Cabot Street
P.O. Box 498
Beverly, MA 01915

DOCUMENTATION AS EVIDENCE OF TRANSFER. Any documentation that is provided to you which indicates that an electronic fund

transfer was made shall be admissible as evidence of such transfer and shall constitute **prima facie** proof that such transfer was made to

another person

ERRORS AND QUESTIONS

In case of errors or questions regarding an Cash Management or Online Bill Payment transaction, you may call Beverly Bank at 877-398-3793, or write a letter and send it to:

Beverly Bank
Attention: Customer Service
254 Cabot Street
P.O. Box 498
Beverly, MA 01915

LIMIT OF Beverly Bank's RESPONSIBILITY

Beverly Bank agrees to make reasonable efforts to ensure full performance of Cash Management and Bill Pay. Beverly Bank will be responsible for acting only on those instructions sent through Cash Management, which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Beverly Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Beverly Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Beverly Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Beverly Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Cash Management and Bill Pay. Beverly Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Beverly Bank's liability shall be as expressly set forth herein. Under no circumstances will Beverly Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you

acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Beverly Bank's RESPONSIBILITY

Beverly Bank will be responsible for your losses, as allowed by law, if they were directly caused by our failure to:

- * Complete an Electronic Funds Transfer as properly requested.
- * Cancel an Electronic Funds Transfer as properly requested.

However, we will **NOT** be responsible for your losses if:

- * Through no fault of Beverly Bank, you do not have enough money in your account to make the transfer.
- * Through no fault of Beverly Bank, the transaction would have caused you to exceed your available credit.
- * Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- * There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- * Your funds are subject to legal process or other encumbrance restricting the transfer.
- * Your transfer authorization terminates by operation of law.
- * You believe someone has accessed your accounts without your permission and you fail to notify Beverly Bank immediately.
- * You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
- * For the failure of any payee to correctly account for or credit the payment in a timely manner.
- * We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- * For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance).
- * We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

ELECTRONIC MAIL (EMAIL)

If you send Beverly Bank an electronic mail message through the Service, Beverly Bank will be deemed to have received it on the following Business Day.

Emails will be answered within a reasonable timeframe.

You should not rely solely on electronic mail if you need to communicate with Beverly Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Beverly Bank 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 Beverly Bank shall be considered received within three (3) days of the date sent by Beverly Bank, regardless of whether or not you sign on to the Service within that time frame.

ALERTS/MESSAGES

Internet banking alerts allow you to set up automated alert events based on your own criteria. Alerts may be sent via email or in an online message box within Cash Management, or both. Email alerts will be sent to the email address you provide in creating the alert.

- The bank may add or remove types of alerts from time to time.
- If you change your email address you are responsible for changing this in the alerts you have already set up.
 - You agree that alerts may be delayed or prevented for a variety of reasons.
 - We do not guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.
- You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert.
- The bank will never include your password or full account number in an email alert, however you understand that alerts may include your name and some information about your accounts.
- Unfulfilled events (events that do not happen) will only remain on the system for 999 days. You will not be notified when they are removed.
- Distributed events (events that have happened and have been viewed) will remain on the system for 30 days.

OTHER AGREEMENTS

In addition to this Agreement, you and Beverly Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Cash Management Service or the Online 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 accounts at Beverly Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your Bill Pay Account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

MODIFICATIONS TO THIS AGREEMENT

Beverly Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and 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 have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY

A copy of Beverly Bank 's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling Beverly Bank at 877-398-3793, or writing a letter and sending it to:

Beverly Bank
Attention: Customer Service
254 Cabot Street
P.O. Box 498
Beverly, MA 01915

You can also access our Policy online by clicking on the Privacy Notice link on the Beverly Bank Website (<http://www.beverlybank.com>). By registering for the Services as a new member, or registering for a new Service, or continuing to use the Services following your registration, you authorize the collection, use, and disclosure of personal information by Beverly Bank as provided under the then-current Beverly Bank Consumer Privacy Statement. We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
or
3. To an attorney or collection agency employed by us; or
4. In order to comply with government agency or court orders; or
5. When the person is authorized to have access to our records as part of their official duties; or
6. With your written consent that expires forty-five days after receipt by us.

INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts, which you access using electronic, banking services. We can terminate your Online Banking privileges (including the Online Bill Payment Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel Cash Management and/or Online Bill Payment Service, you must notify Beverly Bank in writing. Your notification should include your name, address and the effective date to stop the service(s). When Online Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. These written requests should be mailed to:

Beverly Bank
Attention: Online Banking
254 Cabot Street
P.O. Box 498
Beverly, MA 01915
GOVERNING LAW

This Agreement is governed by the laws of the State of Massachusetts and applicable federal law(s).

FEE SCHEDULE

Account research, stop payment charges and Online Bill Payment Services will be assessed at the rates published in Beverly Bank's brochure and applicable account disclosures and deducted from your Bill Pay Account or another account you hold at Beverly Bank .

These fees are subject to change. Beverly Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.