



## **ONLINE BANKING AGREEMENT**

**Agreement:** This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at Franklin Savings Bank ("FSB") through Online Banking. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreement and disclosure for each of your FSB accounts as well as your other Agreements with FSB, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of New Hampshire. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and FSB's successors and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Schedule of Account Fees, constitutes the entire agreement between you and FSB with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

**Definitions:** As used in this Agreement, the words "we", "our", "us" and "FSB" mean Franklin Savings Bank. "You" and "Your" refer to the account holder authorized by FSB to use Online Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Electronic Services. "Account" or "Accounts" means your accounts at FSB. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your FSB accounts using Online Banking, including bill payments. Online Banking means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

**Access:** To use Online Banking, you must have an account at FSB, a computer, a mobile device, a web browser, an email address, and Internet access connected through the Internet or Mobile Service Provider. Due to security standards, Online Banking may not be compatible with all mobile devices, mobile browsers or mobile service providers. Once we have received your Enrollment request and verified your account information, we will send to you, by postal mail, confirmation of our acceptance of your enrollment, along with instructions on how to log into the system for the first time. Online Banking can be used to access only the FSB accounts which you have been designated as an account owner. Access to your accounts through Online Banking will be based upon the identification of users and authority levels specified in your account agreement. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the account holder.

**Electronic Services:** You can use Online Banking to check the balance of your FSB accounts, view account history, transfer funds between your accounts, view statements, view check images and pay bills from your FSB checking accounts, and pay your FSB loan payments from an FSB deposit account.

**Hours of Access:** You can use Online Banking seven (7) days a week, twenty-four (24) hours a day, although some or all Online Banking services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the FSB website located at [www.fsbnh.bank](http://www.fsbnh.bank).

**Your Password:** For security purposes, you are required to create a user name and password upon your initial login to Online Banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. It is strongly encouraged that you change your password periodically; however, the Online Banking system will not automatically prompt you to do so. In addition, if you do not sign into the Online Banking system for a period of 90 days, your access to the system will be revoked. To re-establish your authorization to use Online Banking, you must contact us. Upon three (3) unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset or to obtain a new temporary password.

We require that you create at least an eight (8) digit password that utilizes both alpha and numeric characters for purposes of security. Your password should not be associated with commonly known personal identification, such as social security numbers, address, dates of birth, names of children, and should be memorized rather than written down.

**Enhanced Online Security:**

- Machine Forensics - PC settings on the computer are looked at and scored.
- User Authentication - If PC changes then challenge questions are asked.

**Website Authentication:** With FSB's Online Banking Enhanced Online Security, the locked padlock image in the website address bar above indicates that you are on a secure page. If the padlock appears unlocked, or does not appear, DO NOT ENTER YOUR PASSWORD and contact FSB at 603.934.4445 or 800.372.4445 for assistance. Please note: This does not apply to Kindle tablets.

**Security:** You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your paper/electronic statement for each of your FSB accounts as soon as you receive it. You agree to protect the confidentiality of your account and account numbers, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password, User ID and Mobile Banking PIN are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Online Banking system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges:** You are responsible for telephone, Internet service fees and mobile service provider fees you incur in connection with your use of Online Banking.

**Posting of Transfers:** Transfers initiated through Online Banking before 6:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Transfers initiated by Username and Password can be viewed in the Current Business Day Transaction Menu, the Current Statement Cycle or Previous Statement Cycle Inquiry screens by all User IDs and Passwords who have account access. All account owners are responsible for all activity even if it creates an overdraft.

**Overdrafts** (order of Payments, Transfers and other Withdrawals): If your account has insufficient funds to perform electronic funds transfers you have requested for a given business day then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic funds transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic funds transfers initiated through Online Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of Online Banking Transactions:** The number of transfers from FSB accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Stop Payment Requests:** Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop an Online Banking bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request and charge your account the appropriate stop payment fee. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the confirmation number from the Current Business Day transaction menu.

If you make your stop payment request, we may also require you to put your request in the form of a paper writing and get it to us within fourteen (14) days after you call. You will incur stop payment fees as disclosed in the Schedule of Account Fees for the applicable account. Stop payment fees for Online Banking bill payment paper drafts will be assessed in addition to the stop payment fees for the applicable account.

**Disclosure of Account Information and Transfers:** You understand information about your account or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureaus, in connection with the opening or maintaining of your account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information.

**Periodic Statements:** You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statements for your FSB accounts.

**Change in Terms:** We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least twenty-one (21) days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic funds transfer system. We will post any required notice of the change in terms on the FSB Online Banking website or forward it to you by e-mail or by postal mail. If advance notice for the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer system, we will notify you of the change in terms within thirty (30) days after the change becomes effective. Your continued use of any or all subject Online Banking services, indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**External Transfers:** If you have a consumer account and you have selected the external transfer feature, you may originate the electronic transfer of funds into your account at Franklin Savings Bank from an account in your name at a financial institution outside of Franklin Savings Bank and you may originate the electronic transfer of funds from your account at Franklin Savings Bank to an account in your name at a financial institution outside of Franklin Savings Bank (both called “External Transfers”).

When you originate External Transfers, you authorize Franklin Savings Bank and our service provider to initiate debit and credit entries, upon your instructions, to your Franklin Savings Bank account and your account at the financial institution(s) outside of Franklin Savings Bank that you designate, using the Automated Clearing House (ACH) or other payment transfer method. You agree and warrant to us that you will only originate External Transfers to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers, you are not violating any third-party rights. Not all types of accounts may be eligible for External Transfers, so you should check with the institution for any restrictions on transfers.

To ensure your security, before you add an outside account for External Transfers, originate a new External Transfer, edit an existing periodic External Transfer or change your phone number through Online Banking, you may be required to authenticate who you are, using a method of authentication you select. Before you originate an External Transfer, you will be asked to authenticate using Online Banking Credentials and/or complete a test transaction. If the authentication and/or test transaction fails or is rejected, for security purposes we may decline your External Transfer request(s) and any or all other transactions, and we may close your account, with or without notice to you.

External Transfers may be originated on a single entry or recurring basis. One-time transfers may be scheduled immediately or scheduled for a future date. A recurring transfer allows you to transfer a set amount at regular intervals. Your authorization for any recurring External Transfers will remain in full force and effect until you revoke it in such timely manner as to afford Franklin Savings Bank a reasonable opportunity to act on your direction.

One-time External Transfers cannot be scheduled to occur on a non-business day. Recurring External Transfers scheduled to occur on a non-business day will be processed on the next business day.

**Limitations:** For security reasons, Franklin Savings Bank has established limits on the amount of funds that can be transferred via External Transfers. We reserve the right to change your External Transfer dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your Franklin Savings Bank account.

Standard External Transfers to/from your account are limited to \$5,000 per transaction; \$5,000 in aggregate per day; and \$10,000 in aggregate per calendar month. Next Day External Transfers to/from your account are limited to \$5,000 per transaction; \$5,000 in aggregate per day; and \$5,000 in aggregate per calendar month.

	<u>Conditions for Use</u>
Standard Outbound Transfers	1. Transfer amount cannot exceed the available balance in the account
Standard Inbound Transfers	1. None
Next-Day Outbound Transfers	1. No NSF's within the past 3 Months 2. Transfer amount cannot exceed the available balance in the account 3. Minimum balance of \$750 to be remaining after the transfer has been completed to protect from pending debits that have not yet cleared the account
Next-Day Inbound Transfers	1. Successful standard in-bound transfer of at least \$1,000.00 2. Must wait at least 30 days after aforementioned transfer

It may take up to three business days for an External Transfer you initiate to be received into your account. A fee may be charged for External Transfers. Consult our current Fee Schedule for applicable fees.

**In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments:** Contact us as soon as you can, if you think your paper/electronic statement is wrong, or if you need more information about a transfer listed on your paper/electronic statement. We must hear from you no later than sixty (60) days after we sent or made available to you the FIRST statement upon which the problem or error appeared. When you contact us:

- (1) Tell us your name and account number.
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- (3) Tell us the dollar amount of the suspected error.
- (4) If the suspected error relates to a bill payment made via the Online Banking Bill Payment service, tell us the account number used to pay the bill, payee name, the date the payment was sent, and the payment amount. (This information appears on the Current or Previous Statement inquiry).

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within ten (10) business days.

We will communicate to you the results of our investigation within ten (10) business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in 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 in the form of a paper writing within ten (10) business days, we may not provisionally credit your account.

We will tell you the results within three (3) 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. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer:** If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make a transfer.
- (2) If a legal order directs us to prohibit withdrawals from the account.
- (3) If your account is closed, or if it has been frozen.
- (4) If the transfer would cause your balance to go over the credit limit of an established line of credit, or the credit limit for any credit arrangement set up to cover overdrafts.
- (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- (6) If any electrical terminal, telecommunication device, or any part of the Online Banking electronic funds transfer system is not working properly, and you knew about the problem when you started the transfer.
- (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- (8) If you have not properly followed the on-screen instructions for using Online Banking.
- (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers:** CONTACT US AT ONCE if you believe your Password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

Also, if your paper/electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within sixty (60) days after the paper/electronic statement was mailed or made available to you, you may not get back any money you lost through transactions made after the sixty (60) day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we may extend the time periods.

**Disclaimer of Warranty and Limitation of Liability:** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking services provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking; including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of FSB and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

**Your Right to Terminate:** You may cancel your Online Banking service at any time by providing us with written notice by postal mail or fax. Your access to Online Banking will be suspended within three (3) business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate:** You agree that we can terminate or limit your access to Online Banking services for any of the following reasons:

- (1) Without prior notice, if you have insufficient funds in any one of your FSB accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- (2) Upon three (3) business days' notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- (3) If you have not accessed the Online Banking system during any consecutive 90-day time period.
- (4) Upon reasonable notice, for any other reason in our sole discretion.

**Communications between FSB and You:** Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **E-mail** - you can contact us by e-mail at [mybanker@fsbnh.bank](mailto:mybanker@fsbnh.bank) (Please note that banking transactions through Online Banking are not made via e-mail.)
- **Telephone** - You can contact us by telephone at 603.934.4445.
- **Facsimile** - You can contact us by fax at 603.934.7113 - ATTN: Electronic Services ● **Postal Mail** - You can write to us at: Franklin Savings Bank  
ATTN: Customer Service Team  
387 Central Street or P.O. Box 339  
Franklin, NH 03235-0339

- **In Person** - You may visit us in person at any one of our offices:
  - 387 Central Street, Franklin NH
  - 933 Central Street, Franklin NH
  - 350 Lake Street, Bristol NH
  - 61 Laconia Road, Tilton NH 139
  - King Street, Boscawen NH 11
  - Sawmill Road, Gilford NH
  - 1 Dobson Way, Merrimack NH
  - 585 Mast Rd, Goffstown NH

**Consent to Electronic Delivery of Notices:** You agree that any notice or other type of communication provided to you pursuant to the terms of the Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Franklin Savings Bank Online Banking website or by e-mail. **You agree to notify us immediately of any change in your e-mail address.**

**Alerts:** Franklin Savings Bank offers their customers mobile access to their account information (e.g., checking balances and last transactions) over SMS (Short Message Service/texting), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code to enter on the bank's website at [www.fsbnh.bank](http://www.fsbnh.bank). Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message and data rates may apply. Customers will be allowed to opt out of this program at any time.

Your enrollment in Franklin Savings Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Franklin Savings Bank account(s). Alerts must be activated by you to be enabled. Alerts are accessed from the Alerts menu within Franklin Savings Bank Online Banking and Alerts menu within Franklin Savings Bank Mobile Banking App.

**Alerts are provided within the following categories:**

*Security Alerts:* provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information.

*Account Alerts:* provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits.

*Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Franklin Savings Bank reserves the right to terminate its Alerts service at any time without prior notice to you.*

**Methods of Delivery-** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Franklin Savings Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message- To stop Alerts via text message, text "STOP" to 99588at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Franklin Savings Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 603.934.4445. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations-** Franklin Savings Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Franklin Savings Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Franklin Savings Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages

**Questions:** You can contact FSB at 800.372.4445, or send a text message with the word "HELP" to 99588. Franklin Savings Bank can answer any questions you have about the program. **To Stop the Messages:** To stop receiving messages on your phone, you can opt out of the program via SMS. Just send a text message with the word "STOP" to 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.