

**CENTRAL BANK
ONLINE BANKING SERVICE AGREEMENT**

**TERMS AND CONDITIONS
FOR ONLINE BANKING AND BILL PAY SERVICE
Effective April 10, 2008**

Central Bank requires that all persons accessing our online banking service ("Online Banking") and bill payment service ("Bill Pay Service", "Central Bank Bill Pay") (collectively, "Central Bank Online Banking Service") adhere to the following terms and conditions set forth in this agreement ("Agreement"). By requesting or using Online Banking or our Bill Pay Service or permitting someone else to use them on your behalf, you indicate your acknowledgment and acceptance of these terms and conditions, which are subject to change from time to time.

You should retain a copy of this Agreement for your files. You may print or store a copy of this Agreement for your records. We will also mail you a paper copy of this Agreement upon your request.

Your use of our Online Banking Service will also be governed by the general Terms of Use that governs any person who uses or visits our website.

DEFINITIONS

- 1 **"Bill Pay Service", "Central Bank Bill Pay"** is the online service that enables the scheduling of bill payments using a personal computer;
- 2 **"Bill Pay Account"** means your designated checking account(s) from which bill payments will be made and all Bill Pay Service fees and charges will be deducted. You may not designate a savings account as the account from which bill payments will be made
- 3 **"ISP"** refers to your Internet Service Provider;
- 4 **"Online Banking", "Internet Banking"** is the internet-based service providing access to your Bank account(s);
- 5 **"Online Account"** means the Bank account from which you will be conducting transactions using a Service;
- 6 **"Password"** is the user-generated code chosen by you for use during Online Banking sign-on, or the code you select after the initial sign-on, that establishes your connection to the Service;
- 7 **"Payee"** means a person, merchant or vendor to which you wish a bill payment to be directed;
- 8 **"Payment Instructions"** means the information provided by you for a bill payment to be made to your Payee (e.g., Payee name, account number, payment date);
- 9 **"PC"** means your personal computer, which enables you, with the Internet browser and ISP, to access your Online Account;
- 10 **"Scheduled Payment Date"** means the Business Day you designate for your bill payment to be made;
- 11 **"Service"** means any of the online services offered and/or used by you in connection with this Agreement;
- 12 **"Time of day"** references are to Eastern Standard Time;

13 **"User ID"** is the system-generated identification code sent to you by Central Bank for use during the initial sign-on, or the code you select after the initial sign-on, that establishes your connection to the Service;

14 **"We," "us," or "our"** refers to Central Bank [and any affiliate, subsidiary, agent, independent contractor, designee, or assignee] we may, in our sole discretion, involve in the provision of the Online Banking or Bill Pay Service; and

15 **"You" or "your"** refers to each person who is an owner of a deposit account for personal, family or household purposes and who subscribes to or uses our Online Banking or Bill Pay Service.

YOU MUST HAVE A CENTRAL BANK DEPOSIT ACCOUNT

As an initial matter, you must have a Central Bank deposit account opened and in good standing to use our Online Banking Service. Your account will also be governed by the agreements, disclosures, and other documents provided to you in connection with the opening of your account, as they may be amended from time to time.

SUBSCRIPTION TO THE SERVICES

You authorize us to use one or more third parties to provide the Online Banking Services to you on our behalf. Central Bank has taken reasonable and appropriate measures to ensure that your personal information is always secure on our Online Banking website. However, we cannot guarantee that the nonpublic personal information you may have previously provided will not be intercepted by others and unencrypted or compromised. We will not be held liable for any security breach that occurs for reasons outside of our control.

ACCESS METHODS

The Bank will provide instructions on how to use the Online Banking Service or Bill Pay Service. You may access the Online Banking and Bill Pay Service via the Internet using a User ID assigned by Central Bank and a Password selected by you. To access Online Banking or Bill Pay Service via the Internet, you will need to use a personal computer connected to the Internet which meets the following minimum requirements: Browser with capabilities to support a minimum 128 bit encryption (Microsoft Explorer 7.0 and Firefox 1.0 are examples).

BUSINESS DAY

For purposes of transactions, the Bank's Business Days are Monday through Friday, excluding holidays and weekends. All transactions that are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next Business Day. The Bank's Business Day begins at 8:30 a.m. Transactions performed after 6:00 p.m. may be processed on the next Business Day.

ONLINE BANKING

1 Account Access: You may access your Central Bank accounts online. Your Bill Pay Account must be a checking account. When you access your account, you may obtain an account balance and summary information, available funds information, cleared transactions, and ATM and POS transactions, for the current statement period. The available funds information may include any overdraft protection you may have.

2 Transfer of Funds: In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers, such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers) on certain types of deposit accounts, you can make no more than six transfers per statement period from a statement savings or money market account by preauthorized or automatic transfer or by Online Banking and no more than three of these may be by check, draft or debit card.

3 New Services: You may be notified of new services being introduced for Online Banking from time to time. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

USE OF YOUR SECURITY PASSWORD

We are committed to protecting the security and confidentiality of information about your account and use of the Online Banking and Bill Pay Service. We identify users by their unique User ID and secret Password. All transactions initiated with your User ID and secret Password will be attributed to you. You agree not to give or make available your User ID and secret Password to any other individuals, including anyone claiming to represent us. If you give your User ID and Password to any other person, you will be deemed to have authorized that person to access any and all accounts included in your Online Banking profile.

You acknowledge that we will never ask you for your secret Password, and that our employees do not need your secret Password for any reason.

In order to protect yourself against fraud, you need to adhere to the following guidelines:

- 1 Do not give out your account information, Password, or Social Security Number.**
- 2 Do not leave your personal computer unattended while you are in Central Bank's Internet Banking site.**
- 3 Never leave your account information within range of others.**
- 4 Do not send privileged account information (account number, Password, etc.) in any public or general E-mail system.**

UNAUTHORIZED USE

Notify us **AT ONCE** if you believe that your User ID and/or secret Password has been lost, stolen or otherwise compromised. You should also immediately change your secret Password. Telephoning is the best way of minimizing your possible losses. If you think that your User ID or Password has been lost, stolen or used without your permission, call or write us at our Online Banking Department at the number or address at the end of this Agreement.

BILL PAY SERVICE

- 1 The Bill Pay Service permits you to direct payments from your Bill Pay Account(s) to third parties you wish to pay. As noted above, your designated Bill Pay Account must be a checking account. Through the Bill Pay Service, you can pay bills from your Bill Pay Account to businesses or individuals.**
- 2 All payments you make will be deducted from your designated Bill Pay Account, and you agree that we may debit your Bill Pay Account for such payments without requiring your signature on the item and without prior notice by you. All bill payments must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict types of Payees to whom payments may be made using the Service from time to time.**
- 3 You should not use the Bill Pay Service to make payments to settle securities purchases, tax payments, insurance payments, payments for government fees, court ordered payments, payments to foreign vendors or persons, alimony or child support payments. Payments for these Payees will be your sole responsibility if delayed or improperly processed or credited.**
- 4 Funds must be available in your designated Bill Pay Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-Business Day (Saturday, Sunday, or holiday), funds must be available in your Bill Pay Account on the prior Business Day. After funds are withdrawn from your Bill Pay Account to make a payment, we may make the payment either by transferring funds electronically to the Payee or by mailing the Payee a check. If a payment has been made to one of your designated Payees for which funds are not available in your Bill Pay Account, and we are unable to recover the amount of the payment by debit to the Payee or by charging your Bill Pay Account, you agree to repay the funds owed immediately upon demand.**

5 You may choose to schedule payments to recur in the same amount at regular annual, semi-annual, quarterly, bi-monthly, monthly, semi-monthly, weekly or once-every-four-week intervals. You should schedule a payment to a new Payee at least **ten (10) Business Days** before any payment due date, to allow us time to set up the Payee and verify information about your account with the Payee.

6 You authorize us and any third party acting on our behalf to choose the most effective method to process your payment, including without limitation, electronic, paper or some other means. If the payment is an electronic payment, you must schedule it to be made at least **three Business Days** prior to the payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). However, if the company or person that you are paying cannot accept an electronic payment, and a check payment is to be made, you must schedule that payment to be made at least **five Business Days** prior to the payment due date described above. You may schedule payments during the "grace period," but any late charges associated with payments so scheduled will be your responsibility regardless of the cause of the late payment. If you do not follow these time frames, we shall not be liable for any failure to make payment. You will bear full responsibility for all penalties, late fees, finance charges, damages or other actions taken by the Payee caused by your scheduling. If you schedule your payment and follow all instructions provided, but the Payee does not receive the payment in a timely manner you may contact Bill Pay Customer Service, which is provided by the Bill Pay provider, Metavante, through a toll-free number located on the Bill Pay screen.

7 For all entries made using Online Banking or Bill Pay Service, the time recorded by the Online Banking or Bill Pay Service will be considered the official time of the transaction.

8 Bill Pay transaction limits: \$1.00 minimum Bill Pay transaction amount; \$9,999.99 maximum Bill Pay transaction amount, \$19,999.99 Bill Pay daily payment limit. (The Bank reserves the right to reduce these limits at any time).

9 You will be required to complete a Bill Pay Application and Authorization (also referred to as "Bill Pay Registration") before you will have access to Online Bill Pay.

10 Bill Pay transactions can be sent on the same business day that you are scheduling the transaction up until 9:00 PM Eastern Time.

ELECTRONIC BILL PRESENTMENT (e-Bills)

Electronic Bill Presentment (also referred to as "e-Bills" or "smart bills") is an optional feature of the Central Bank Bill Pay service. Bill Presentment is available for merchants or vendors who have chosen to participate in the service. By choosing to receive e-Bills through the service, you agree that:

1. The availability of electronic bill presentment for any particular payee is determined by each payee. The billing date for any payee is at the discretion of each individual payee.
2. For any payee from whom you wish to retrieve and/or pay e-Bills, you authorize us to use the logon information you have previously established with such payee(s), including your user ID and password in order to retrieve and display the bill information on your behalf. You may be asked to provide details from a current bill from a payee as an alternate validation method. Any logon credentials used by the Service will be encrypted, and stored on a separate computer system.
3. Central Bank is not responsible if a Payee does not provide your bill for your retrieval, or if your bill is not available in a timely manner from a Payee, or if your bill summary is unavailable. It is solely your responsibility to contact your Payee(s) if there is a delay in receiving a bill, or if you do not receive bills.
4. A payee may choose to discontinue electronic billing at any time, and with no prior notice. You may choose to cancel the electronic bill presentment service for a payee at any time. If you cancel electronic bill presentment, it is your responsibility to contact such payee(s) to arrange to deliver your bill by another method.
5. Some of your Payees may discontinue sending paper bills when you receive e-Bills. Whether you continue to receive paper bills from any given Payee is at the discretion of that payee. If you choose to discontinue electronic billing for a payee, you must contact that payee if you need to arrange for another method of billing.
6. If you receive a paper bill and an e-Bill, and you pay both bills to a Payee, you agree to contact the Payee directly to resolve any overpayment situation.
7. Central Bank is not responsible for the content or accuracy of the electronic bills you receive through the Bill Pay service. You agree that you will address any issues with the accuracy of the

- billing information directly with the appropriate Payee(s).
8. The Bill Pay Service will store up to twelve months of payment history. Images of your bills may be available for a shorter period of time if any of your Payees maintain them for a shorter period of time. You may wish to print or save your bill images if you want to access them beyond their online availability. You may have the ability to purchase a CD-ROM annually, which contains copies of your e-Bills and your Online Bill Payment history.

CHANGING OR STOPPING PAYMENTS OR TRANSFERS

You may cancel or change a Bill Pay transaction using the Online Banking Services. Bill payments must be changed or canceled prior to 8:45 p.m. on the Business Day that the transaction is scheduled to be processed. We may not have a reasonable opportunity to act on any stop payment after the Business Day the transaction is scheduled to be initiated. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so if we do not receive your request as set forth above.

Stop payment orders whether oral, written, or electronic, will be in effect for a period of six months, and the Bank's standard Stop Payment fee may be assessed per Central Bank's Personal Banking Fee Schedule. If requested by the Bank, you will confirm any stop payment order in writing within fourteen (14) days after you call. After six months, any stop payment order will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

ELECTRONIC MAIL (E-MAIL)

- 1 If you send the Bank an E-mail message, and your E-mail message has been properly addressed, the Bank will be deemed to have received it on the following Business Day. The Bank will then have a reasonable time to act on your E-mail.
- 2 **E-mail transmissions may not be secure.** Thus, we request that you do not send us or ask for sensitive information such as account numbers, Passwords, account information, social security number, etc. via E-mail. Such information may be sent by way of our website's secure Guestbook.
- 3 You should not rely on E-mail if you need to communicate with the Bank immediately - for example, 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, or if your ATM/debit card is lost or stolen.

SCHEDULE OF FEES AND CHARGES

Online Banking: no charge
Online Bill Pay: no charge

OUR LIABILITY

We will process and complete all Online Banking transactions and transactions initiated through the Bill Pay Service that comply with the terms of this Agreement. If we do not complete such a transaction, we will be liable for your actual losses or damages. However, we shall incur no liability if we are unable to complete any transaction initiated by you because of the existence of one or more of the following circumstances:

- 1 Through no fault of ours, your Account, and overdraft protection, if applicable, does not contain sufficient available funds to complete the payment. Transactions are based on available funds in accordance with our funds availability schedule.
- 2 The Online Banking or Bill Pay Service, your communication line, your personal computer or modem was not functioning properly.
- 3 The Payee mishandles or delays crediting or accounting for a payment properly sent by us.

- 4 You did not properly initiate a transaction or provide us with the correct names and account information for those Payees to which you wish to direct payment.
- 5 Circumstances beyond our control (such as, but not limited to, fire, power outage, equipment or technical breakdown, delays in the mail delivery, flood, or other outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
- 6 You instruct us to make a type of payment, such as tax payment or court-ordered payment, which we cannot make.
- 7 The funds are subject to legal process or other hold or encumbrance restricting such transfer.
- 8 Your subscription to the Online Banking Service and/or Bill Pay Service or your Account has been terminated for any reason.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Pay account.

Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Firefox (Mozilla Firefox browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Pay account.

Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection (antivirus) product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

INSUFFICIENT FUNDS

If you have instructed us to make a payment for which there are insufficient available funds in your Bill Pay Account on the date the payment is debited to your account, the payment will not be made and the Bill Pay Service will automatically block future bill payments until the account has sufficient funds. Once the payment that caused the Bill Pay Service to be blocked has been satisfied, it may take up to five business days for the block to be removed.

If a payment is made even though sufficient funds were not available in your Bill Pay Account and we are unable to recover the amount of the payment by debit to the Payee or by charging your Bill Pay Account, you agree to repay the funds owed immediately. In all cases, you are responsible for either contacting us to make alternate arrangements for the payment or to reschedule the payment through the Service.

EQUIPMENT

We are not responsible for any loss, damage or injury resulting from:

- an interruption in your electrical power or telephone service
- the disconnection of your telephone line by your telephone company or deficiencies in your line quality or
- any defect or malfunction of your personal computer, modem, telephone line or software.

SUSPENSION

In the event of failed payments or transfers, we reserve the right to suspend your subscription to any of the Online Banking Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions that were previously scheduled will be canceled. In the event your subscription is suspended, we will notify you, either at your Online Banking e-mail address of record, or at your last listed address, and all inquiries or correspondence relating thereto, including requests for reinstatement, should be directed to the Bank.

ADDRESS CHANGES

We may rely on your address, including, without limitation, your E-mail address, as it appears on our records for any and all communications we send to you unless and until you notify us of a change of address, and we have had a reasonable opportunity to act on such notice. Any request to change your mailing address must be made in writing. Any request to change your E-mail address must be made electronically by selecting "User Options" once you have logged on to Online Banking. We may also update your E-mail address based on the E-mail address you provide us in writing.

TERM AND TERMINATION

Unless otherwise required by applicable law, we may terminate this Agreement for any reason in our sole discretion without prior notice.

Term: This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

Termination for Cause: We may immediately terminate your electronic banking privileges (including the Bill Pay Service) without notice to you under the following circumstances:

- You do not pay any fee required by this Agreement when due or
- 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.

Termination for Convenience: To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Pay is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Pay service will be assessed at the end of your statement cycle. You may notify the Bank in writing and may send written notification to the following address:

Central Bank
Online Banking Center
399 Highland Avenue
Somerville, MA 02144

You may also give it to a Customer Service Representative at any of the Bank's branch locations. Termination of this Agreement will be effective the day we process your completed termination form.

Inactivity: If you are not paying a monthly service charge for the Service, we may deactivate your account to inactive status if you do not sign on to the Online Banking Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you may be required to contact us to have the Service activated before you will be able to schedule any transaction through the Service. Continued inactivity may result in your Online Banking Services being terminated.

ERRORS AND QUESTIONS

Telephone Numbers and Addresses: In case of errors or questions regarding an Online Banking or Bill Pay transaction, call (617) 629-4351 or write us at:

Central Bank
Online Banking Center
399 Highland Avenue
Somerville, MA 02144

Notification: You must report an unauthorized Online Banking or Bill Pay transaction that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- your name and account number
- a description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information; and
- the dollar amount of the suspected error and date on which it occurred.

If you notify us orally, we have the right to require that you send us your complaint or question in writing within 10 business days following the date you notified us. We will report to you the results of our investigation within 10 business days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decided to use more time to investigate, within 10 business days following the date you notified us, we will recredit your account 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 within 10 business days following your oral notification, we may not recredit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation (within three business days after completing our investigation) of our findings. The written explanation will include notification of the amount we are debiting (the provisionally credited funds) and the date of the charge. We will honor checks, drafts, or similar paper instruments payable to third parties and preauthorized transfers to four business days after transmittal of the notice. You may ask for copies of the documents that we used in our investigation, and we will provide these to you without charge.

If your alleged error concerns a transfer to or from a third party, our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact the third party to pursue the matter further.

GENERAL TERMS AND CONDITIONS

Bank Agreements - In addition to this Agreement, you and the 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 Online Banking Service or the Bill Pay Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures 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 contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Pay Account each month.

Amendments to Terms and Conditions - We may change the terms, conditions, fees and service charges applicable to the Online Banking Services from time to time. In such event, we shall notify you by e-mail, to your e-mail address as it appears on our records. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.

However, if the change is made for security purposes, we can implement it without giving you prior notice. Any use of the Online Banking or Bill Pay Service after a change or changes take effect will constitute your agreement to such changes. 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.

Assignment - We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without your prior written consent.

Notices - Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

Disclosure of Information - We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- where it is necessary for the provision of Online Banking and for completing transfers;
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission;
- to Bank affiliated companies.

GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. In the event of a dispute regarding the Online Banking Services, you and we agree to resolve the dispute by looking to the terms and conditions contained herein and in the Electronic Funds Transfer Agreement provided to you.

**CENTRAL BANK
ONLINE BANKING CENTER
399 HIGHLAND AVENUE
SOMERVILLE, MA 02144
(617) 628-4000**