

**Rollstone Bank & Trust
Business Bill Pay Agreement**

By choosing to use the Rollstone Bank & Trust Online Bill Pay, you agree to the terms and conditions in this Agreement. Please read this Agreement carefully.

This Agreement will be governed by and interpreted in accordance with Federal law and regulation and by the laws of the Commonwealth of Massachusetts. The terms "we," "us," "our," "Rollstone Bank & Trust," "ROLLSTONE BANK", and "Bank" refer to Rollstone Bank & Trust. "You" and "your" refers to the undersigned business entity and to each user given access to the account(s) designated below for access through the Online Bill Pay service.

A. The Bill Pay Service

Through Online Bill Pay you can:

- Make payments to individuals, businesses and merchants
- Set up payments to be made on a regular basis
- Make one-time payments
- Make payments to other financial institutions

Our Online Bill Pay service allows you to schedule bill payments seven days a week. On occasion, however, Rollstone Bank & Trust Bill Pay may be temporarily unavailable due to record updating, scheduled maintenance or technical difficulties.

B. Computer Requirements, Trademarks and Copyrights

In this Agreement, your computer, any software and the related equipment, and any other internet access device through which we may offer access to Rollstone Bank & Trust Bill Pay service are referred to collectively as your "Computer." You are responsible for the installation, maintenance and operation of your Computer and any losses or delays caused by 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 Rollstone Bank & Trust Bill Pay or your Computer. You are also responsible for all telephone charges incurred in connecting to Rollstone Bank & Trust and for charges by any service provider providing connection to the Internet. We are not responsible for losses or delays caused by your service providers. We encourage our customers to routinely scan their PC and miscellaneous accessories using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. If you use an internet access device other than your computer, you may not be able to perform all the functions described above.

Copyrights in the pages, screens and information appearing on our website are owned by the Bank and/or its vendor, and are protected by U.S. and international copyright laws. The trademarks, logos and services marks ("Marks") displayed are the property of the Bank and/or its vendor. Users are prohibited from using any Marks or copyrighted material for any purpose without permission of the Bank and/or its vendor, and users are specifically prohibited from modifying, copying, transmitting, displaying, creating derivative works or using any content available for commercial or public purposes.

C. Payment Account

You must designate a Rollstone Bank & Trust checking account from which online bill payments will be made ("Payment Account"). (Refer to Rollstone Bank & Trust Business eBanking Agreement paragraph (e) regarding eligible accounts).

If you close your Payment Account, you must notify us immediately and identify a new Payment Account for the Online Bill Pay.

D. Payment Method

Your online bill payments will be made by transferring funds electronically from the Payment Account to the payee, or by mailing a check payable to the payee. A "payee" is a person or business you are paying. You can only designate payees with United States addresses. You may delete payees from your Bill Pay if you do not use them.

Federal banking regulations prohibit online bill payment systems, such as ours, to be used for payments made outside the U.S. and its territories, tax payments, and court ordered payments (alimony, child support, or other legal debts). We do not allow you to use our Bill Pay for any payroll processing or payment of employee benefits.

E. Timing and Scheduling Your Payments

To allow time for the payee to receive your payment, you must schedule the payment to be made at least five Business Days (as defined herein) prior to the day you want a payee to receive payment. The day by which the payee indicates payment is due is the "Due Date."

We recommend that you do not schedule the payment to be made during a grace period that your payee grants between the Due Date and the date at which the payment is considered late. Payments may take up to 5 Business Days to reach the vendor and they will be sent either electronically or by check. Rollstone Bank & Trust will not be liable for late charges, penalties, interest, finance charges, and other damages if you schedule your payment to be paid during a grace period.

Our third party service provider will initiate your payment request on either the Business Day we receive your request, or the Business Day you specify. Payments requested to occur on a Saturday, Sunday or Bank holiday will be processed the next Business Day. For posting purposes, the Bank will process all transactions completed by 10:30 PM on that business date. We base our business day on the Eastern Time Zone.

When requesting an online bill payment, the funds will be withdrawn within two Business Days of the date you designate the payment to be made (the "Process Date"). The payment will be mailed or sent electronically to the payee the next Business Day by our third party service provider. You must have funds on deposit on the Process Date for the payment to be made.

Rollstone Bank & Trust assumes no responsibility for late payments if you do not properly schedule and submit your request. To ensure that critical or time-sensitive payments (such as insurance premiums) are made in a timely manner, we recommend that you schedule these payments well in advance of their Due Dates. Payees may require extra time to post a payment to your account because they do not receive a payment coupon or invoice number with the payment. Some payees disclose the extra processing time they require to post payments that do not include a payment coupon or invoice.

We are not liable if we are unable to complete any payments initiated by you through the Online Bill Pay because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the limit of your Overdraft Protection account or your Easy Line of Credit;
2. The Online Bill Pay processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction;
3. You have not provided us with the correct names or information for those persons or entities to whom you wish to direct payment; or
4. Circumstances beyond our control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.

Recurring payments may be set up on a weekly, every two weeks, twice a month, monthly, every 2 months, 3 months, 6 months and annually basis. They must be for the same amount each time. Any scheduled or recurring payment request you designate that falls on a Saturday, Sunday or a Bank holiday will be made on the following Business Day.

F. Right to Stop Payment and Procedure

You may request to stop payment after a payment has been processed by contacting Customer Service at 1.866.844.3394, or calling Rollstone Bank & Trust at 978.345.1061. The ability to successfully stop payment depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service provider and Rollstone Bank & Trust will make commercially reasonable efforts to stop payment per your request, but shall have no liability if unsuccessful. Please refer to our separate Fee Schedule for the amount we will charge you for each stop payment order you give.

G. Disconnected Service

If for some reason you are disconnected from Bill Pay before you log out, we recommend that you log back onto the service to verify that the payments or transfers you scheduled appear in your “pending payments” screen. If a scheduled payment or transfer is missing, please call Customer Support toll free at **1.866.844.3394**.

Do NOT reissue any payment requests made during the interrupted session unless you have been advised to do so by Customer Support. Otherwise, a duplicate payment could result. You authorize us to pay any duplicate payments you issue. We will not be responsible for any payee’s refusal to return any duplicate payments issued by you.

H. Rejecting Payment Requests

Payment requests may be rejected if they appear to be fraudulent or erroneous. A payment request may also be refused if there is any uncertainty regarding the transacting party’s authority to conduct the transaction, or if there is any dispute or uncertainty regarding the ownership or control of the Payment Account.

I. No Signature Required

When a payment is requested using Bill Pay, you agree that we may charge your account to make the payment with the same effect as if you had signed a check.

J. Deleting Bill Payments

After a payment request is transmitted, you may use the Online Bill Pay to delete the payment by using the cancel function on the scheduled activity page. The delete request may be made only for payments that have not been processed; otherwise you will be responsible for the payment. Deleting a repeating payment results in the system deleting all of the pending transactions set up for the repeating payment.

K. Bill Pay Fees, Changes to Charges, Fees or Other Terms

For Bill Pay fees, refer to the applicable Fee Schedule. You agree to pay promptly all fees and charges for services provided under this Agreement, and you authorize us to charge the checking account that you have designated as the payment account, or any other account you have with us for the fees.

We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges or other terms that would result in a greater cost or liability to you or decrease your access to your accounts, we will notify you online, send a notice to you at the address shown on our records, or send you an electronic mail message (email). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any such change unless an immediate change is necessary to maintain the security of the system or your account. If such a change is made, it becomes permanent, and if it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement.

L. Termination

We may terminate this Agreement and your use of Bill Pay if you do not log on for a period of more than 60 days, if you close your Rollstone Bank & Trust checking account that is utilized for Online Bill Pay service, or at the Bank's discretion without prior notice, for reasons including non-compliance with the rules contained herein, abuse, or improper use of the Online Bill Pay service.

If you wish to cancel your Online Bill Pay offered by us, please contact the EBanking Department of Rollstone Bank & Trust at 978.345.1061 between the hours of 8:30 AM and 4:30 PM Monday through Friday, or send us cancellation instructions in writing by email to customerservice.group@RollstoneBank.com, or by mail to 780 Main Street, Fitchburg, MA 01420, Attn: EBanking Department. At the time you cancel this service, we strongly suggest that you cancel all future bill payments by deleting those payments yourself using the Online Bill Pay. We will automatically delete all outstanding payment orders once we have been notified that your service has been terminated.

M. Insufficient Funds

You agree to have available and collected funds on deposit in the designated Funding Account in amounts sufficient to process each Payment as requested by you, as well as any other payment obligations you have to Rollstone Bank & Trust. Rollstone Bank & Trust reserves the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Funding Account and Rollstone Bank & Trust has not exercised its right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree Rollstone Bank & Trust, at its option, may charge any of your accounts at the bank to cover such Payment obligations.

N. Other Terms

This Agreement supplements any other agreements of the accounts that you have active in the Online Banking Service. Please see those agreements for other details regarding your accounts, fees and transactions.

O. Authorized Users

Each authorized signor must agree that any signor has full authority to use the funds. All signors agree to be jointly and severally liable under the terms and conditions of this agreement. If you give your password to any other person, including other signors on your account, you will be deemed to have authorized that person to access any of your accounts listed in the Online Banking service.

P. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor our third party service provider shall be responsible for any loss, property damage or bodily injury arising from your use of Online Bill Pay, whether caused by equipment, software, or by Internet browser providers, or by Internet Service Providers, or by an agent or subcontractor of any of the foregoing. Nor shall we nor our third party service provider be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of equipment, software, the Online Bill Pay, or internet browser or access software.

Unless otherwise provided by statute, your sole remedy, financial or otherwise for any damage or claim arising out of any defect with the use of Online Bill Pay shall be limited to reprocessing the affected data or transaction at no cost to you.

You acknowledge that it is not possible for our services to be totally free from operator, programming or equipment error, and those errors in processing and compiling data may occasionally occur. As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions. If we are unable to provide this service for any reason, we will inform you of the problem and will take reasonable steps to resume processing.

We make no warranties with respect to the Online Bill Pay service nor do we warrant that it will meet specific requirements.

TO THE EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF BILL PAY. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Q. Liability

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately contact us at 978.345.1061 or 800.640.1166. You may also use the secure *Email* link in Business Online Banking.

You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN) and/or 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 make that change in Online Banking or notify Rollstone Bank & Trust. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. Rollstone Bank & Trust is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. Rollstone Bank & Trust is not liable for any failure to make a bill payment if you fail to promptly notify Rollstone Bank & Trust after you learn that you have not received credit from a Payee for a Bill Payment. Rollstone Bank & Trust 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 the Bank's agent. In any event, Rollstone Bank & Trust 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 Rollstone Bank & Trust has knowledge of the possibility of them. Rollstone Bank & Trust 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 the Bank's reasonable control.

R. Privacy Provisions

In order that your privacy is protected, we will not disclose any information about you or your account to any person, organization or agency except:

- (a) for certain routine disclosures necessary for the completion of a transfer or bill payment;
- (b) for verification of the existence and condition of your account for a credit bureau or merchant;
- (c) to persons authorized by law in the course of their official duties;
- (d) to our employees, auditors, service providers, attorneys or collection agencies in the course of their duties;
- (e) pursuant to a court order or lawful subpoena;
- (f) to a consumer reporting agency as defined in Massachusetts General Laws, Chapter 93; or
- (g) by your written authorization which shall automatically expire 45 days after receipt of the authorization. If an unauthorized disclosure has been made, we will inform you of the particulars of the disclosure within three days after we have discovered that an unauthorized disclosure has occurred.

S. Other General Terms

Other Agreements - In addition to this Agreement, you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and any and all applicable State and Federal laws and regulations. We agree to be bound by them also.

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 subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon you and Rollstone Bank & Trust, its successors and/or assigns. 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 constitutes the entire Agreement between you and Rollstone Bank & Trust with respect to the subject matter in this Agreement, and there are no understandings or agreements with our Online Bill Pay which are not fully expressed herein. We may at any time amend this Agreement as permitted by law.

Rollstone Bank & Trust reserves the right to terminate this Agreement and your access to our Online Bill Pay, in whole or in part, at any time without prior notice.

Any documentation 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.

ROLLSTONE BANK & Trust will NEVER call and ask for your personal information.

Business Name(s)	Account Number(s)

Company Administrator Name _____

Company Administrator Signature _____