

South Shore Bank
Home Banking
Authorization/Agreement

This Agreement for South Shore Bank [Home Banking](#) (the "Agreement") is entered into between the Bank and any customer who uses [Home Banking](#) (the "Service") for Internet banking and bill payment. This Agreement governs the terms and conditions for your use of South Shore Bank [Home Banking](#).

A. DEFINITIONS

- o The words "You" and "Your" mean a South Shore Bank [Home Banking](#) customer.
- o The words "We", "Us" and "Our" mean South Shore Bank (the "Bank" or "SSSB").
- o The word "Account" means your Checking, Statement Savings, Passbook Savings, Statement Money Market, Premium Savings, Certificate of Deposit, Retirement Account, All Occasion Club Account and Loan Accounts you may have with us, that were established primarily for personal, family or household purposes.
- o The word "Business Day" means every day, except Saturdays, Sundays, Federal and State holidays.

B. AGREEMENTS

Before you use [Home Banking](#), please read this Agreement and the relevant Account Disclosure in their entirety. By choosing to use [Home Banking](#), you agree that the terms and conditions in this Agreement, and after its effective date, any changes in such terms and conditions, apply to the use of [Home Banking](#) by you and any others whom you permit to use [Home Banking](#). If you do not agree with the terms and conditions, you may not use [Home Banking](#). By using [Home Banking](#), you consent to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use [Home Banking](#). Further, you authorize us or appropriate third parties to act on transaction instructions initiated through [Home Banking](#).

1. Personal Deposit Account Agreement. The terms and conditions of any Personal Deposit Account Agreement(s) you have with us, including your signature card, the Account Disclosure, the accompanying schedules, other account disclosures, and any change of terms notices are part of this Agreement.
2. Electronic Funds Transfer Act. Some of the transactions permitted under this Agreement are governed by the Electronic Funds Transfer Act, and some of the terms and conditions of this Agreement are disclosures required by this Act.

C. COMPUTER REQUIREMENTS

In this Agreement, your computer, software, Internet browser, and the related equipment are referred to collectively as your "Computer". You are responsible for the installation, maintenance and operation of 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 a software or computer. You are also responsible for all telephone charges incurred in connecting to [Home Banking](#) and for charges by your Internet provider to provide connection to the Internet.

D. ACCESS TO [HOME BANKING](#)

You can use your Computer to access [Home Banking](#) 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods.

E. ACCOUNT REQUIREMENTS

To use [Home Banking](#), you must have at least one personal checking account with South Shore Bank. [Home Banking](#) provides access to your South Shore Bank accounts as noted below.

0. Checking Accounts, Money Market Accounts, Statement Savings Accounts, and Consumer Loan and Mortgage Accounts: You may view updated balances and transactions and transfer funds or payments between these accounts.
1. Certificates of Deposits, Passbook Savings, and All Occasion Club Accounts: You may view balances and transactions in these accounts.
2. You must be an owner of an Account in order to access it through [Home Banking](#). You agree that each owner of an Account is authorized to access all funds held in that Account.

F. USER TERMS

0. [Internet Banking](#). South Shore Bank hereby publishes the following terms and conditions for use of [Home Banking](#). South Shore Bank reserves the right to modify these terms and conditions at any time. Your use of [Home Banking](#) constitutes your acceptance of these terms and conditions and any modifications thereof.
 - i. You agree that the following uses of [Home Banking](#) are strictly prohibited. You agree to indemnify, hold harmless, and defend South Shore Bank from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable attorney, accountant and expert witness fees) at your sole expense, arising from your failure to abide by these restrictions on use of [Home Banking](#).
 - a. Unauthorized communication of any charge or credit card information belonging to any other person or entity.
 - b. Unauthorized communication of any information concerning any password or other UserID access number, code, or identification or any other proprietary information belonging to any other person or entity.
 - c. Use of [Home Banking](#) to copy, distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to you consenting to such activity. Copying, distributing or transmitting copyrighted materials, other than with permission as specified above, is expressly prohibited.

- d. Communicating any obscene or defamatory information including but not limited to online bulletin boards or in conjunction with e-mail.
 - e. Use of [Home Banking](#) in violation of any telecommunication, postal, or other local laws or regulations of your country of origin or of the United States or in furtherance or commission of any crime or other unlawful or improper purpose.
 - ii. South Shore Bank and its suppliers make no warranties or representation of any kind with respect to [Home Banking](#), whether expressed or implied, including but not limited to merchantability or fitness for a particular purpose. Neither South Shore Bank nor its suppliers nor anyone else who has been involved in the creation, production or delivery of [Home Banking](#) assume any responsibility with respect to your use thereof. No oral or written information or advice given by South Shore Bank or its suppliers or any of their employees shall create a warranty or in any way increase the scope of this warranty. You may not rely on any such information or advice. The foregoing constitutes South Shore Bank's sole and exclusive liability to you with respect to your use of [Home Banking](#).
 - iii. You further agree:
 - a. that electronic transmission of confidential business and sensitive personal information is at your sole risk;
 - b. that South Shore Bank has the right to monitor and review electronic transmissions online and in storage, and to remove or reject any material which South Shore Bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to you.
- 1. Online Bill Payment. South Shore Bank hereby publishes the following terms and conditions for your use of bill payment services through [Home Banking](#). South Shore Bank reserves the right to modify these terms and conditions at any time. Your use of bill payment services constitutes your acceptance of these terms and conditions and any modifications thereof.
 - i. You agree to accurately follow product use instructions provided in the online help screens.
 - ii. You agree to schedule bill payments (payment transaction date) at least 7-10 business days before the payment due date, not including any grace period.
 - iii. You agree to provide correct payee name, address, account information and payment amount.
 - iv. You agree to maintain sufficient funds in the Bank Account on the payment transaction date.
 - v. You agree that use of your [Home Banking](#) UserID and password is your signature authorization for any payment.
 - vi. You agree to notify South Shore Bank or its authorized agent no later than 60 days after you receive the FIRST bank statement on which you believe a problem or error occurred.
 - vii. You acknowledge that South Shore Bank or its authorized agent may require up to 45 days to investigate a complaint or

question. South Shore Bank or its authorized agent will use all reasonable efforts to resolve an issue within ten (10) business days. If an issue is reported orally, you may be required to send the complaint or question in writing within ten (10) business days. Results of the investigation will be communicated within ten (10) business days. If South Shore Bank or its authorized agent need more time, they will provisionally credit the Bank Account within ten (10) business days from the date the complaint was received for the amount you believe is in error. If we ask you to put the complaint or question in writing and we do not receive it within ten (10) business days, we may not credit the Bank Account. We will tell you the results within 3 business days after completing our investigation. If we determine there was no error, we will send a written explanation. You may ask for copies of documents that were used in our investigation.

- viii. For errors involving new accounts or foreign initiated and point of sale transactions, we may take up to 90 days to investigate your complaint or question. For new accounts or foreign initiated and point of sale transactions, we may take up to 20 business days to credit your account for the amount you think is in error.
- ix. This service may not be used to transmit alimony, child support or other court-directed payments or tax payments.

G. BANKING FUNCTIONS

You may use [Home Banking](#) to perform the following activities, which are limited to the extent, and subject to the terms, noted below:

0. Transfer Funds. Your ability to transfer funds between certain Accounts is limited. Applicable Federal and State law limit transfers from Statement Savings and Money Market Deposit Accounts made through [Home Banking](#). You may make up to a total of 6 transfers / payments per statement cycle to another account with us or to a third party by means of pre-authorized automatic transfer or telephone agreement, order or instruction.

Funds can be transferred immediately between your Checking, Statement Savings and Statement Money Market Accounts. We reserve the right to limit the frequency and dollar amount of transactions from your Accounts for security reasons. Transfers initiated after 5:00 p.m. will be effective the next Business Day. Transfers via [Home Banking](#) are subject to Service availability.

1. Account Information. The account information that you access will generally be current as of the end of the previous Business Day, unless another time is specified. Information is available for your Bank Account for up to the past 30 days.
2. Electronic Mail. Because normal Internet e-mail transmissions may not be secure, you agree not to transmit sensitive account information via e-mail. You also agree to receive communications regarding your Account, including change-in-terms notices regarding [Home Banking](#), electronically and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately (for example, if you need to report a lost or stolen Debit/ATM card or to report an

unauthorized transaction from one of your Accounts). We will not take actions based on your e-mail requests until we actually receive your message and have a reasonable opportunity to act. For inquiries involving personal or time sensitive information, you agree to contact us by telephone at 1-800-660-7800 or our Customer Information Center at 1-781-682-3715.

H. BILL PAYMENT FUNCTIONS

0. Usage. You may use [Home Banking](#) to make payments from your designated South Shore Saving Bank Checking Account.

Bill Payments. To pay bills using [Home Banking](#), you must use your Computer to authorize a payment to a particular payee. Our Processor will make your payment either by transferring funds electronically to the payee, or by sending the payee a paper check. You should allow 7-10 business days before the due date for the payee to receive your payment on all paper checks.

We reserve the right to limit the frequency and dollar amount of payments from your accounts for security reasons.

Please note that some payment transactions will be subject to the rules of the National Automated Clearing House Association (NACHA).

Payments can only be made to payees with a United States address. We reserve the right to refuse to pay certain payees.

You agree that when you enter your [Home Banking](#) UserID and password to transmit a payment instruction, you authorize us to debit the amount of the payment from your Bank Account accordingly.

1. Recurring Payments. You may use [Home Banking](#) to authorize automatic recurring payments in order to pay recurring bills. These payments must be for the same amount each month and they will be paid on the same date each month, or on the following Business Day if the regular payment date falls on a weekend or holiday.
2. Insufficient Funds. If there are insufficient funds in the Bank Account to make payment, we may either refuse to pay the item or we may make the payment and thereby overdraw the Bank Account. In either event, you are responsible for any non-sufficient funds ("NSF") or overdraft charges we may impose, as stated in the Account Disclosure. A block is automatically placed on your designated Bill Payment Account that had insufficient funds. No additional bill payments are processed until the account is properly funded and the return(s) are cleared. A block will remain on your bill payment account for 10 days. During that time no preauthorized or recurring payments will be processed. We also reserve the right to refuse to honor payment requests that reasonably appear to us to be fraudulent or erroneous.
3. Scheduling Payments. When using [Home Banking](#), you should enter and transmit your bill payment instruction at least seven to ten (7-10) business days before a bill is due. It is your responsibility to authorize your payments in such a manner that your bills may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions at least seven to ten (7-10) business days in advance of the bill due date.
4. Canceling Payments. After payment requests are transmitted, you may cancel a payment if the cancellation request is transmitted to our

Processor at least three (3) business days before the payment is scheduled to be made. If your cancellation request is not received at least three (3) business days before payment is to be made, you may be responsible for the payment.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS 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 this agreement, effectively eliminate your ability to stop payment of the transfer.

I. SECURITY PASSWORD

For security reasons, you will select your own password for accessing [Home Banking](#). You agree to keep this password confidential to prevent unauthorized use of [Home Banking](#) and unauthorized access to your Account.

As an additional safeguard, you should change your password frequently. If you forget your password, you must contact us to have a new temporary password issued to you. You should allow up to five (5) calendar days to receive this temporary password.

J. CUSTOMER'S RESPONSIBILITY

0. You are responsible for all transactions you authorize using [Home Banking](#). If you permit other persons to use your User ID and password to perform transactions, you are responsible for any transactions they authorize from your Account.
1. You should notify us immediately if you believe your Account has been accessed or your User ID and password has been used without your permission. Contacting us immediately will help you reduce possible losses. You can lose no more than \$50 on a personal account if you fail to give us notice of a lost or compromised User ID and password and someone uses your account without your permission.
2. There may be other exceptions to your liability as stated in the Account Disclosure or provided for by law.

K. BANK'S RESPONSIBILITY

We are responsible for processing your instructions and requests. However, we will not be liable:

0. if you do not have adequate funds in an Account to complete a transaction, or if that Account has been closed;
1. if you have not properly followed the instructions on how to make a transfer or bill payment;
2. if you have not given us complete, correct and current instructions so that we can make a transfer or bill payment;
3. if you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
4. if we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt;

5. if withdrawals from your Account have been prohibited by a court order such as garnishment or other legal process;
6. if your Computer is not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
7. if the U.S. Postal service causes a delay; or
8. if circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, telecommunication outages, postal strikes, delays caused by payees, fires and floods. This list is not all-inclusive. You should refer to your Account Disclosure for other exceptions to our liability.

L. PERIODIC STATEMENTS

We will mail or deliver to you periodic statements for your Account as provided in the Account Disclosures. In addition to reflecting other account activity, your statements will include any transfers or bill payments you authorize using [Home Banking](#). It is your responsibility to notify us immediately if you detect an error on your periodic statement.

M. REPORTING UNAUTHORIZED TRANSACTIONS

If you believe that an unauthorized transaction has been made from your Account, telephone us immediately at 1-800-660-7800 or our Customer Information Center at 1-781-682-3715, or write to us at:

*South Shore Bank
1530 Main Street
South Weymouth, MA 02190*

N. CHARGES FOR SOUTH SHORE BANK [HOME BANKING](#)

There are no direct user fees for [Home Banking](#) or the associated Bill Payment features. We may change or add fees for [Home Banking](#) at any time with 30 days prior written or electronic notice. In using [Home Banking](#), you agree to the service charges and fees provided for in the "Schedule of Charges and Minimum Balances" that will continue to apply to your account(s).

O. DISCLOSURE OF ACCOUNT INFORMATION TO OTHERS

To protect your privacy, we will not disclose information to third parties about you and your Account except:

0. when we have entered into an agreement with another party to provide certain Home Banking services. We will provide this party with information about your Account, your banking and bill payment transactions and your electronic mail messages in order to carry out your instructions;
1. where it is necessary for completing transfers and bill payment;
2. to verify the existence and condition of a Bank Account for a payee or holder of a check issued through [Home Banking](#);
3. to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information;

4. any documentation which indicates that an electronic fund transfer was made shall be admissible as evidence and shall constitute prima facie proof;
5. at our discretion, we may disclose to affiliated companies information about your Account and transactions you have made to or from your Account;
6. if you give us your written permission; or
7. for any legitimate business need.

P. NO SIGNATURE REQUIRED

When using [Home Banking](#) to pay bills, payment may be in the form of a paper draft. You agree that we may debit your Bank Account to pay paper drafts that you have not signed. Use of your [Home Banking](#) UserID and password is your signature authorization. It is strongly suggested that you print all transaction confirmations.

Q. ALERTS

Your enrollment in South Shore 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 South Shore Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- 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. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within South Shore Bank Online Banking and Alerts menu within South Shore Bank Mobile Banking.

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. South Shore 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 South Shore 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 48179 at 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 South Shore 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 48179.** In case of questions please contact customer service at 781.682.3715. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. South Shore 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 South Shore Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold South Shore 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.

R. CHANGES TO THIS AGREEMENT

We may change this Agreement at any time. Changes to this Agreement will be effective immediately, except those changes which we are required by applicable law to tell you about in advance. Those changes will be effective immediately after we have given you prior written or electronic notice as required by applicable law.

You may obtain a current copy of this Agreement or Account Disclosure by calling us at 1-800-660-7800 or our Customer Information Center at 1-781-682-3715 or writing to us at:

*South Shore Bank
1530 Main Street
South Weymouth, MA 02190*

S. ASSIGNMENT

We can assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or duties to anyone else.

T. TERMINATION

Either you or we may terminate this Agreement and your [Home Banking](#) enrollment at any time upon giving written notice of the termination to the other party. If you have a joint Bank Account, then any one of you is authorized to terminate the [Home Banking](#) service. We are not responsible for notifying any remaining account holders of the termination of [Home Banking](#). If you terminate [Home Banking](#), you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transactions from your Account, including any transfers or bill payments you have previously authorized. However, you must use [Home Banking](#) to cancel any automatic recurring payments prior to termination; otherwise we will continue to make such payments. If we terminate your use of [Home Banking](#), we reserve the right to make no further transactions from your Account, including any transactions you have previously authorized.

If either you or we end your rights to use [Home Banking](#), we will no longer be required to complete any of your [Home Banking](#) transactions. You will remain obligated to us under this Agreement for all your [Home Banking](#) transactions, even if they occur or are completed after this Agreement is ended.

U. GOVERNING LAW

This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its provisions or conflicts of law.

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