

FIDELITY BANK ONLINE SERVICES AGREEMENT

Please read these terms carefully. By checking "I Agree" at the end of this disclosure, you acknowledge that you have read and understand this agreement, and you agree to be bound by its terms and conditions. If you do not agree to these terms, do not check "I Agree" and cancel the enrollment process.

This Online Services Agreement ("Agreement") governs your use of Fidelity Bank Online Services (as defined below). The use of Fidelity Bank Online Services is subject to certain restrictions, including geographic limitations. Please print a copy of this Agreement for your records. By subscribing to or using, Fidelity Bank Online Services, you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of Fidelity Bank Online Services. If you do not agree with the terms and conditions, you may not use Fidelity Bank Online Services.

In this Agreement, "you" or "your" refers to the person(s) subscribing to or using Fidelity Bank Online Services; "we", "us" or "our" refers to Fidelity Bank and any agent, independent contractor, designee, or assignee Fidelity Bank may, in its sole discretion, involve in the provision of Fidelity Bank Online Services. If you are using Fidelity Bank Online Services on behalf of (and /or in connection with an account owned by or a loan by) a business, association or other entity, "you" or "your" will also refer to such business, association or other entity, unless context clearly dictates otherwise. Nevertheless, your acts as a user shall be deemed acts of the business, association or other entity you represent while using Fidelity Bank Online Services in connection with an account owned by or a loan by a business, association or other entity. You agree that you are authorized to consent to these terms on behalf of such business, association or other entity, and Fidelity Bank can rely on this.

This Agreement is in two sections. Section 1 governs enrolling as a user of Fidelity Bank Online Services (including those users who are non-Fidelity Bank account holders) and general information about online access and electronic records. Section 2 governs users who have loans or accounts with Fidelity Bank, including account holders who use Online Bill Pay.

Section 1.

Enrollment

When you enroll as a Fidelity Bank Online Services user, you are agreeing to the terms and conditions of this Agreement and the electronic delivery of this Agreement.

Fidelity Bank makes every effort to ensure the security of transactions and information. Therefore, as part of the process of enrolling you if you are not already a Fidelity Bank customer, we may take steps to authenticate your identity. These steps aid in the prevention of fraud and in the protection of transactions. The steps may include asking you to answer questions in an interactive session (either on our Web site or by linking you to an outside Web site) that help us verify your information and identity. The questions and answers may include information from your credit reports. If we are unable to authenticate your identity online, you will be given the opportunity to complete the authentication process by phone or other means so that you are able to use our online services. If you are already a Fidelity Bank customer, we may utilize information or security measures we already have on file (such as a PIN number) to identify and enroll you.

USA Patriot Act Statement

To assist the government in prohibiting the funding of terrorism and money laundering activities, we are required to verify information that identifies each person who opens an account. When you open an account with us, your name is required to be matched against a computerized list of persons wanted by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Fidelity Bank conducts this review at the time you open an account with us, and there is no inconvenience to our customers and consumers. We thank you for your understanding and for joining us in securing a safer tomorrow.

Electronic Records, Computer Requirements and Electronic Signatures

By enrolling in and using Fidelity Bank Online Services, you consent to the electronic transmission of all information and records, including your financial information that would otherwise have been given in writing other than the eDelivery of online statements and periodic disclosures. eDelivery of online statements and periodic disclosures are handled in the next section. In order for us to document your consent, when you consent by clicking "I Agree" at the end of this disclosure, we will keep a record of your consent including its date. You will know that we received your consent when we respond to you accepting your User Name and Password. Your consent will be deemed effective for as long as you use Fidelity Bank Online Services. You may revoke your consent by notifying us as set forth in the Termination section of this agreement. If you revoke your consent, your right to use this Web site and Fidelity Bank Online Services will be terminated. If you change your email address, you must let us know by using one of the contact methods in the Customer Responsibility section of this agreement.

The computer requirements to use Fidelity Bank Online Services are as follows: your personal computer, laptop, portable computer, mobile handset, Internet Service Provider web browser, any software, any telecommunications, and any related equipment referred to collectively as your "computer". You are responsible for the installation, maintenance, operation and costs of your computer. By enrolling in Fidelity Bank Online Services, you represent that your computer has the capability to receive electronic messages at the email address provided by you, that you can access and retrieve information in electronic form, and that you can either print or store those messages and information. You agree to inform us if your email address changes and provide us with your new email address. We are not responsible for any computer virus, worm, trojan horse or other similar harmful component that may enter your computer in connection with the use of Fidelity Bank Online Services or otherwise. We will provide you with the proper Uniform Resource Locator (URL) to direct you to the location on our Web site where you may transact remote banking activities. From time to time, we may require that you upgrade or install software on your computer. You agree to promptly load any such upgrades or software to your computer upon our notification to you of such upgrade or software. In order to ensure proper operation of Fidelity Bank Online Services, you must also have an Internet Service Provider (ISP) and a web browser that supports the level of encryption that we use. We may change these encryption requirements from time to time. If you cannot or do not want to upgrade, your consent and use of Fidelity Bank Online Services will be terminated. We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of Fidelity Bank Online Services. It may be necessary for us to change the scope of Fidelity Bank Online Services from time to time. Furthermore, we reserve the right to block access to Fidelity Bank Online Services to maintain or restore security to our Web site and systems if we reasonably believe that your User Name and Password have been or may be obtained, or are being used or may be used by an unauthorized person(s). We will attempt to provide prior notice of such interruptions, changes or denials of access, but cannot guarantee that such notice will be provided. Fidelity Bank Online Services uses our proprietary software or the proprietary software of our licensors. If we have provided you with software to use with Fidelity Bank Online Services, you are being granted a non-exclusive, non-transferable license to use this software only for your personal use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell, rent, sublicense, time-share or distribute any of the Fidelity Bank Online Service's software or information or allow anyone else to do so.

Fidelity Bank Online Services give you access to services and information from Fidelity Bank, which may be presented with a distinctive "look and feel." These services, information and "look and feel" are proprietary property of Fidelity Bank or its licensors.

You also agree that the information or other communication delivered to us electronically is in writing and we may treat it, as appropriate, as containing your signature.

Electronic Delivery ("eDelivery") of Banking Notices and Statements

We may provide to you electronically, any available communications, whether periodic account statements, periodic policy disclosures, periodic reports or forms, including federal and state income tax forms or non-recurring communications, such as changes in disclosures, amended terms of use, or changes in pricing. You may need to select the appropriate communication on the "Update eDelivery Options" screen of Fidelity Bank Online. Election for eDelivery may also be completed at any branch location, by telephoning our customer service center at 978-870-1400 or 1-800-581-5363, or mailing a request to: Fidelity Bank, 9 Leominster Connector, Leominster, MA 01453-3791.

Once enrollment is completed, we will periodically send an email reminder to the email address that you have provided to us when such communication is available for you to review. After this Agreement becomes effective, paper copies of the applicable communications will no longer be mailed to you automatically. We reserve the right to send any or all of these communications by traditional paper methods, with or without notice, for any reason, including technological problems, address verification, security concerns, to comply with state or federal law, or any other reason.

You consent to eDelivery of a notification that the applicable communication is available at FidelityBankOnline. The notification will be sent to the email address provided by you. You also acknowledge that you have the necessary software and are able to view the communications. You are responsible for ensuring that the email address provided in your Online Profile is a current address that is periodically accessed.

You are responsible for notifying us of any email address changes. You can change the email address for the statement reminder at any time by accessing "Update Email Address" within FidelityBankOnline services. If your electronic mail is returned as undeliverable, we will use reasonable efforts to send you notice by other methods, such as messages accessible on FidelityBankOnline.

You have the right to withdraw your consent to receive electronic delivery of banking notices and statements at any time. You may do so at any time on the "Update eDelivery Options" screen of FidelityBankOnline. You may also withdraw your consent to eDelivery at any branch location, by telephoning our customer service center at 978-870-1400 or 1-800-581-5363, or mailing a request to : Fidelity Bank, 9 Leominster Connector, Leominster, MA 01453-3791. The withdrawal of your consent will be processed as soon as possible. Please allow a complete statement cycle for any method of statement delivery change to take effect.

Your consent to the eDelivery service does not affect any of the terms and conditions otherwise applicable to an account as separately disclosed to you, either in the Online Services Agreement, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written disclosures. If you request an additional paper copy of your statement, a fee may be charged to your account. Please refer to the separate Fee Schedule for additional information about charges.

Your Privacy

Please see our Privacy Policy for details regarding the manner in which we collect and use information about you and maintain the confidentiality of your personally identifiable information. Your access or use of Fidelity Bank Online Services constitutes your agreement to the terms and conditions of our Privacy Policy, and our use of information gathered about you in accordance with that policy. Our Privacy Policy may be revised from time to time. We may notify you of the changes by mail, email, or by posting a modified Privacy Policy that you can view through Fidelity Bank Online Services. Your continued use of Fidelity Bank Online Services following such notification or posting will constitute your acceptance of the revised Privacy Policy. Accordingly, please check regularly for revisions to our Privacy Policy.

Electronic Messaging

Fidelity Bank Online Services provides you with the ability to send and receive electronic messages to and from us. In general, email transmissions, outside of those you create using Fidelity Bank Online Services, may not be secure. We therefore request that you do not send us or request any sensitive information from us (such as Account Numbers, User Names, Passwords, financial information, etc.) via any general or public email system. Please remember that we may not immediately receive an electronic message sent by you. No action will be made on any electronic message you send us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use an electronic message to originate a bill payment, account inquiry or funds transfer. You cannot send an electronic message to any other person who also uses Fidelity Bank Online Services.

Security

Fidelity Bank Online Services is designed to safeguard your online transactions from unauthorized use. We use multiple levels of protection: A User Identification System (User Name and Password), a process to ensure we are

connected to your computer, and encryption of your information. The enhanced security enables our customers to register their identity and their personal computers with us, so that we can authenticate them upon logon; as well as enabling our customers to confirm that they are at the genuine FidelityBankOnline Web site.

Additional protection is provided by "firewalls" at our Web server location, and by policies that restrict access to your account information to only those who need to support you as a customer.

Identification Protection

When you enroll in Fidelity Bank Online Services, you will select a User Name and Password. Together your User Name and Password identify you as a Fidelity Bank Online Services customer and the accounts or functions you are allowed to access. You will be asked to supply your User Name and Password each time you use Fidelity Bank Online Services. After you provide your User Name and Password, we will make sure you are who you say you are by looking at your computer and locating the unique security key which was installed at the time of your enrollment, to help you ensure that you are connecting to FidelityBankOnline. No one can access your account information without supplying the correct User Identification information, so you should be sure to select a User Name and Password that cannot be easily guessed or figured out by others. To help safeguard your Password, you should keep it confidential. You agree not to give your Password, or make it available, to any other person. We are entitled to act on transaction instructions received using your User Name and Password, and you agree that the use of your User Name and Password will have the same legal effect as your signature authorizing the transaction.

Encryption

Encryption is a method of scrambling your information, including your User Name and Password, so that it cannot be read by others who do not have authorization to unscramble that information. The information you enter is encrypted by your browser, and is only decrypted (unscrambled) when it reaches our Web server.

What You Can Do To Protect Your Accounts and Information

You agree to adopt and implement all reasonable security measures to protect your accounts and information including, but not limited to, observing the following guidelines:

- Do not share your Password with anyone.
- Do not store your Password in a conspicuous place.
- Log off of Fidelity Bank Online Services when you are finished using it.
- Do not walk away from your Computer while logged on to Fidelity Bank Online Services.
- Use anti-virus software to keep your Computer clean and free of viruses.
- Review and reconcile your Account activity on a regular, timely basis.
- Clear your browser's cache on a regular basis in order to remove copies of Web pages that may be stored temporarily on your system. (See your browser "Help" area for information on how to clear your cache.)
- Make sure you access the site directly at www.fidelitybankonline.com, instead of clicking on links in email that may be disguised as Fidelity Bank.

From time to time, we may provide links to or from other Internet Web sites. If you are leaving our site, we will generally inform you. You should read the other site's terms of use, privacy policy and other agreements.

Warranties Disclaimer

Fidelity Bank Online Services is provided "as is" "as available". To the maximum extent permitted by law, we expressly disclaim and you hereby waive all warranties of any kind, either express or implied without limitation, implied warranties or merchantability, fitness for a particular purpose or non-infringement of third party rights. Fidelity Bank Online Services are not error free, and are not continuously available.

Damages

In no event shall we or our Officers, Directors, Employees or Agents be liable to you for any loss including, without limitation loss of data, injury or damages, whether direct, indirect, special, incidental, exemplary or consequential, including lost profits arising out of or related to this Agreement or the subject matter herein even if we have been advised of the possibility of such loss, injury or damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you.

Termination

You may terminate your use of Fidelity Bank Online Services at any time by calling Fidelity Bank Customer Service at (978) 870-1400 or (800) 995-9995 or by sending an electronic message using the Fidelity Bank Online Services messaging system. You may also write to Fidelity Bank, 9 Leominster Connector, Leominster, MA 01453-3791. We may terminate your use of Fidelity Bank Online Services in whole or in part, for any or no reason, at any time without prior notice. If for any reason more than one person is authorized to withdraw funds from your Account or electronically access your Account, we cannot stop that person from using Fidelity Bank Online Services. If we terminate your use of Fidelity Bank Online Services, we reserve the right to make no further transfers, payments or transactions from your Account, including any transfers and transactions you have previously authorized. If you do not log on to Fidelity Bank Online Services for an extended period of time, your service may be considered inactive. We reserve the right to terminate your access to Fidelity Bank Online Services without notification to you if it has been inactive for 90 consecutive days.

Section 2.

TERMS AND CONDITIONS OF FIDELITY BANK ONLINE SERVICES

As used in this Agreement, "Fidelity Bank Online Services" refers to the online banking activities such as applying for a loan, opening an account, checking account balances, transferring money between accounts, Online Bill Payment services and any additional services we may provide in the future. "Account" means any consumer or business deposit account or loan that is included in your Fidelity Bank Online Services profile. "Default Online Bill Pay Account" means the checking account at Fidelity Bank from which you have requested we make payments on your behalf pursuant to this Agreement.

Fidelity Bank Online Services

You may use a computer to electronically direct us to make payments from your Checking Account to third parties ("Payees") whom you have selected in advance to receive payment through Fidelity Bank's Online Bill Payment Service. The Online Bill Payment Service is described more below. You may also use your computer to check the balance in your Accounts that are included in your Fidelity Bank Online Services profile, to schedule transfers between eligible Accounts and to add eligible Accounts to your Fidelity Bank Online Services profile.

Balance Inquiries and Transfers

You may use Fidelity Bank Online Services to check the balance of your accounts and to transfer money among your eligible accounts. The balance shown online may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges.

Transfers Between Fidelity Bank Accounts

A money transfer request may not result in immediate funds availability because of the time required to process the transaction. If you schedule a money transfer between Accounts on a day that is not a Business Day, the transfer will not be processed until the end of the next Business Day. If you schedule a money transfer Monday through Friday between 7:00 p.m. and 7:00 a.m. (other than a holiday), the transfer will not be processed until the end of the next Business Day. If there are insufficient funds in an Account from which you are requesting a money transfer, including any available overdraft line of credit if applicable, the transfer will not be processed and you will receive notification that the transfer was rejected. Individual or daily transfers between eligible Accounts may be made in any amount not exceeding the available balance (subject to verification) in your Account from which the transfers are made. We

reserve the right to limit the frequency and dollar amount of transactions from your Accounts for security or regulatory reasons.

If the funds transfer is from an account that is an open end credit type loan account, your account agreement may state that advances under the agreement are to be made by check or similar item. By using Fidelity Bank Online Services to transfer money from such an account, you agree that the transfer is the equivalent of writing such an item and your intent to sign the item. Otherwise, the terms of the account agreement govern, including error resolution.

According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Savings Account or Money Market Deposit Account during any monthly statement period. No more than three (3) of these transfers may be made payable to third parties, such as point of sale transactions or checks. If you make more transfers in any month or statement cycle than you are allowed to make, a fee will be charged and your privilege to make transfers may be suspended or terminated, or the account may be closed or changed to an account that allows unlimited transfers at our option. The amount of the fee is listed in the Fee Schedule. You are not limited in the number of transfers from your Checking Accounts.

Online Bill Payment

You may make payments through Fidelity Bank Online Services to any business, Payee, or professional that generates a bill or invoice for products or services provided to you or on your behalf and that has an address we can verify ("Business Payee.") You also may make payments through Fidelity Bank Online Services to individuals, family, or friends.

Payments may only be made to Payees with a United States payment address. You may not make a payment of alimony, child support, taxes or other government fees or court-directed payments through Fidelity Bank Online Services. You may not purchase securities through Fidelity Bank Online Bill Pay Service.

You have enrolled in the consumer version of Fidelity Bank's Online Bill Pay Service. If you are a consumer, you represent and warrant to us that you will use your Checking Account and Fidelity Bank's Online Bill Pay Service solely for personal, family or household purposes and not for any business or commercial purpose. If you are a business, you represent and warrant to us that you will use your Checking Account and Fidelity Bank's Online Bill Pay Service solely for business or commercial purposes and not for any personal, family or household purpose. We reserve the right to limit the dollar amount of Online Bill Pay Transactions.

Your Personal Payee List

You must provide sufficient information about each Payee ("Payee Details") as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account ("Payment Account") to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payment Account Number. You will enter your Payee Information directly through your computer. Additions, deletions and changes to Payee Information are entered directly through your computer, and are communicated to us immediately while you are online with Fidelity Bank. From time to time, we may limit or change the number of Payees you may designate to receive payments through Fidelity Bank Online Services.

Setting Up Payments

You can enter payment information through Fidelity Bank Online Services 24 hours a day, 7 days a week. However, payments will be set up for delivery only on Business Days. Our Business Days are every day, except Saturdays, Sundays and holidays.

You will set up a payment to be delivered on a specific date, referred to as "Delivery Date". You may set up a payment to be delivered on any future Business Day. You may also set up payments to be automatically delivered for a fixed amount on a weekly, every two week, monthly, bi-monthly, quarterly, semi-annual or annual basis ("Recurring Payment"). If a delivery date is a day that does not exist for the specified recurring period, then the Delivery Date will be adjusted to the Business Day immediately following the specified period. For example, if you schedule a payment to be delivered on the 30th of each month, your payment for the month of February will be delivered on the following Business Day closest to the 30th.

For payments sent electronically, most payments set up before 5:00 PM will be delivered in one Business Day. Based on our estimate of average United States Postal Service mailing times, for payments sent by check, most payments set

up before 5:00 PM will be delivered in three (3) Business Days. It is your responsibility to set up a Delivery Date for your bill payments that allows sufficient time for your Payee to receive and process your payment before the actual payment due date, excluding any applicable grace periods. If you do not, you will be fully responsible for all late fees, finance charges or any other action taken by the Payee.

Payment Processing

For payments that are sent electronically to your Payee, your Checking Account will be debited one Business Day prior to the Delivery Date of the payment. For payments that are sent by check to your Payee, the check will be drawn on the checking account you designated to fund the payment. Your account will be debited when the check is presented to us for payment. If more than one payment has the same "Delivery Date", we will in our sole discretion, determine the order in which these payments will be processed. Each bill payment you make will receive a confirmation number. The confirmation number will be used to resolve any questions you may have regarding your payments.

If there are insufficient funds in your Checking Account at the time we attempt to debit your account in order to process an electronic payment, or in order to honor a check payment, we can do one of two things. First, we can overdraw your Checking Account to make the payment. If your Checking Account becomes overdrawn, you will be notified of the overdraft and the associated overdraft fee. (For specific fee information, refer to the applicable Fee Schedule.) You agree to reimburse us for the amount of the overdraft and fee charged, if applicable, without delay. Secondly, we can refuse to process the payment. It is solely our option whether to pay or refuse the bill payment.

Delivery of Your Payments

For electronic payments, we will deliver your payments by electronic funds transfer for the account we maintain, or by other means, after we withdraw the funds from your checking account.

For check payments, we will deliver your payment by mailing to your Payee, a check drawn on the account you designated for payment.

For check payments, if the United States Postal Service determines a mailing address to be invalid or undeliverable or otherwise and returns the payment to us, we will notify you through the FidelityBankOnline messaging system and forward the check to your attention at the mailing address on file in your online banking profile. We will make no attempts to reprocess this payment. You will be responsible for resolving the delivery and processing of your payment.

Payment Alerts

We may create a method by which you can set up a payment alert for each of your payments. You will receive both an external email to the email address you have previously provided us and an internal (FidelityBankOnline message) email regarding your payment. You may schedule an alert to be sent prior to the Delivery Date set up for the payment. You may also have an alert sent when your payment is delivered. As noted above in the Setting Up Payments section, the Delivery Date is based on average mailing times when payment is by check.

No Signature Required

When any payment or other online transaction generates an item to be charged to your Account, you agree that we may debit your designated Account or the Account on which the item is drawn without requiring your signature on the item and without prior notice to you. We may print a notation on the item that states the issuance of the item was authorized by you.

Deleting or Modifying Payments

You may delete or edit any bill payment that has been set up but has not yet been processed through Fidelity Bank Online Services.

Bill Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your billers directly if you do not receive your electronic bill or invoice. If you elect to activate Bill Presentment, you also agree to the following: You authorize the bill payment service to contact billers on your behalf and to receive your billing statements and billing data, including the right to periodically access third party biller Web sites designated by you, on your behalf, to retrieve your electronic billing data, such as an e-bill. You agree that the bill payment service is your agent for these limited purposes. You represent and warrant that you have the authority to appoint the bill payment service as your agent to receive your electronic bills or invoices, to download your e-bills, and to use your name, passwords, usernames and any other information you provide to us for purposes of providing the services for you. You agree that this information is used and stored on our contracted supplier's servers. You are responsible for all charges associated with the bill payment services use of any biller site on your behalf and you agree to comply with the terms of use for the biller site.

The presentment of your first electronic bill may vary from biller to biller and may take up to sixty (60) days, depending on the billing cycle of the biller. Additionally, the ability to receive a paper copy of your electronic bill(s) or invoice(s) is at the sole discretion of the biller.

The electronic biller has the right to cancel the presentment of its electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from biller to biller. It may take up to sixty (60) days, depending on the billing cycle of the biller. It is your sole responsibility to make arrangements for an alternative form of bill delivery. The bill pay service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Mobile Banking Services

This section governs your ability to access Services via your mobile phone ("Mobile Services"). Use of the Mobile Banking Services represents your acceptance and agreement to be bound by the terms and conditions set forth herein.

Description of Mobile Banking Services: When you access the Mobile Banking Services, you will have the ability to perform limited transactions such as:

- Make transfers between your Accounts to the extent authorized,
- Obtain Account Information that the Bank makes available,
- Pay Bills for payees previously set up on Online Bill Payment,
- Use Text Message Banking to obtain account information that the Bank makes available.

Not all of these Mobile Banking services may be available to you or for each of your accounts.

Accessibility: You can use the Mobile Banking Services seven (7) days a week, twenty-four (24) hours a day. Fidelity Bank does not warrant that Mobile Banking Services will be available at all times.

Fees: Fidelity Bank does not impose any fees to access the System. However, you may incur additional fees or charges from your Mobile Services provider in connection with use of the internet.

Limitation of Liability: Fidelity Bank is not responsible for, and you hereby release Fidelity Bank from any and all claims or damages resulting from, or relating to any malfunction, virus or related software problems that may be associated with using the Internet, or any defects or malfunctions of your mobile phone or failures of or interruptions in any cellular or Internet services. You agree that Fidelity Bank is entitled to act upon instructions received through the Online Services under your Security Codes and without inquiring into the identity of the person using the Security Codes.

Exclusion of Warranties: We make no representations or warranties regarding the accuracy, functionality or performance of Mobile Banking Services, the Services, or any software that may be used in connection with the same. We disclaim any express or implied warranties, including any warranties of merchantability, fitness for particular purpose or error-free operation.

Our Liability

We agree to make commercially reasonable efforts to ensure the full performance of Fidelity Bank Online Services. We will be responsible for acting only on those instructions we actually receive from you in accordance with the terms of this Agreement. We will not assume responsibility for losses and damages:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan) to cover the transaction or transfer.
- If online banking services were not working properly.
- If there are postal delays in delivering the payment to the Payee
- If there are processing delays by the Payee due to their own mishandling or due to incorrect payment information that was provided by you.
- If the funds are subject to legal process or other encumbrance restricting the transaction.
- If your Computer (including, without limitation, Internet access through your ISP) is not working properly.
- If you have not properly followed the instructions on how to complete the online transaction.
- If circumstances beyond our control such as: fire, flood, natural disaster, natural causes, state of emergency, earthquake, tornado, or other weather related factors, events of force majeure, interruption of business activities in the locales where our facilities are located, delay in the U.S. Mail, power shortages or failure or system failure, Acts of God, acts of so-called hackers, viruses, denial of service attacks, strikes, riots, labor disturbances, civil unrest, war and governmental restrictions.
- If there is any loss, damage or injury resulting from: (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or from deficiencies in your line quality; (iii) any defect or malfunction of your Computer; (iv) an interruption of the service provided by your Internet Service Provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services.
- If, at any time, we have identified you as a credit risk and we have chosen to (i) make all payments and/or transfers initiated by you via Fidelity Bank's Online Services utilizing a paper draft, as opposed to electronic method; or (ii) terminate your Fidelity Bank Online Service, or (iii) if we stop offering Fidelity Bank Online Services.
- If we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your User Name, Password, or Account has occurred or may be occurring.
- Except as otherwise provided by law, for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by Fidelity Bank's Online Services.
- If we are otherwise exempted from liability under applicable laws and regulations.
- There may be other exceptions not specifically mentioned.

Customer Representation and Warranties (Business Customers)

You make the following warranties and representations:

Valid Business Entity. The business that appears in the account title is a legally organized, validly existing business entity in good standing.

For Business Purposes Only. Each of the accounts and each transaction effected through the use of the User Name or Password issued under this Electronic Banking Agreement is maintained primarily for business purposes, and NOT for personal, family or household purposes.

Appropriate Business Resolution. The entering into, delivery and performance of this Agreement have been validly authorized by proper sole proprietor, corporate, limited liability company or partnership, or partnership resolutions. The account signers and persons given access to accounts through a User Name and Password have been duly authorized to act on the entity's behalf and bind the entity with respect to the accounts and services available until actual notice of a change is received by us pursuant to the section in this agreement which addresses responsibility for electronic transfers, and we have adequate time to act on that notice.

User Authorization. All User Names and Passwords issued in connection with the accounts and or loans are issued only to duly authorized representatives and/or signers on the applicable account or loan

Safeguarding Security Codes and Security Procedures

Subject to the next sections, You are responsible for all transfers, payments and other transactions using your User Name and Password on the Fidelity Bank Online Services. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your User Name and Password by a third party. You are responsible for keeping your Password and Account data confidential.

Lost, Stolen or Unauthorized Use of User Name and Password and/or ATM/Mastermoney Check & Cash Card

You must tell us at once if you believe that your User Name and Password and/or ATM/Mastermoney Check and Cash card has been lost or stolen, otherwise you might lose all of the money in your accounts accessed by the User Name and Password or ATM/Mastermoney Check and Cash Card plus your maximum overdraft line of credit, if applicable. If you believe your User Name and Password or ATM/Mastermoney Check and Cash Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

- Call us at (800) 581-5363 or (978) 870-1400.
- During the hours we are closed, call 1-888-853-9922.
- Send us an electronic message using Contact Us within Fidelity Bank OnlineServices
- Write to us at:
Fidelity Bank
9 Leominster Connector
Leominster, MA 01453-3791

Telephoning us immediately is the best and fastest way of limiting your losses.

Limitation on Losses Suffered on Consumer Accounts Only

Tell us At Once if you think your User Name and Password has been lost, stolen, used without your permission, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way, if any, of minimizing your possible losses. You can lose no more than \$50.00 if you fail to give us notice of your lost or stolen User Name and Password, and your User Name and Password is used without your permission.

Limitation of Liability Applicable to Business Accounts Only

You are fully responsible for any transaction made by use of your computer, a User Name and Password or procedure. You agree to immediately reimburse us for any loss, claim or damage which we sustain as a result of the use of your computer, a User Name and Password or procedure issued at your request. We shall have no liability for any loss, claim or damage which you sustain as a result of the use of your computer, a User Name and Password or procedure issued pursuant to this agreement. This is true even if your User Name and Password or procedure is lost, stolen or obtained or retained by a person not authorized by you to initiate electronic transactions. We shall have no liability for any loss, claim or damage which you sustain as a result of the use of your computer, a User Name and Password or procedure and even if the use occurs after you have asked us to deactivate your Fidelity Bank Online Service or procedure, whether we have acted on that request.

Reviewing Your Statements

Information Concerning Electronic Funds Transfer

Fidelity Bank offers as a service a program of preauthorizing the receipt and/or transfer directly into or out of your account electronically. The most widely used aspects of this service are the direct deposit of preauthorized credits such as social security, retirement and payroll checks and the preauthorized payment of insurance premiums. Additional EFT services may include automated teller machines, cash dispensers, telephone banking, online banking, electronic check conversion, rewired check charge, and a variety of terminals not located at Fidelity Bank which make it possible for you to perform financial transactions at other locations. If you participate in an electronic funds transfer program, both you and Fidelity Bank have certain rights, liabilities and responsibilities as outlined below and elsewhere in this Agreement..

In case of errors or questions about your electronic transfers or payments listed on your statement or appearing in your online Account Transaction History, do one of the following, as soon as possible:

* Call us at (800) 581-5363 or (978) 870-1400.

* Send us an electronic message using Contact Us within Fidelity Bank OnlineServices

* Write to us at:

Fidelity Bank
9 Leominster Connector
Leominster, MA 01453-3791

If your statement shows transfers that you did not make or authorize, tell us at once. We must hear from you no later than the applicable Dispute Period. If you do not tell us within the Applicable Dispute Period, you may not get back any money you lost after the applicable Dispute Period has lapsed if we could have stopped someone from taking the money if you had told us in time. The Dispute Period is defined as (a) sixty (60) days for consumer accounts, and (b) twenty-one (21) days for business accounts, commencing on the earlier of (i) mailing of the paper statement reflecting the problem or error, or (ii) receipt of notice on your computer of the actual statement reflecting the problem or error, or the message indicating the availability of the electronic statement (via the eDelivery Service) reflecting the problem or error.

* Tell us your name and Account Number.

* Describe the error you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

* Tell us the dollar amount of the suspected error.

Regulation E Disclosure Applicable to Consumer Accounts Only

In accordance with Federal regulations, we will tell you the results of our investigation within ten (10) business days after we hear from you 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 re-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 within ten (10) business days, we may not re-credit your Account. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation (either by U.S. Mail or the Fidelity Bank Online Services messaging system.) You may ask for copies of documents that we used in our investigation. If we have provisionally re-credited your account during the investigation and determine that there was no error, you will be required to return any credit of funds you have received from us. If you do not return the funds, and subject to certain restrictions, we have the right to take the funds out of your Account.

Billing Error Notice for your Rights and Responsibilities for Loans.

In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at (the address shown on your bill) as soon as possible. We must hear from you not later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

1. You name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of goods and services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods and services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

Other Information Regarding Your Loan Account

Advances and Payments.

The **Finance Charge** is computed on advances from the date of each advance, which may be different from the date of your check or other document requesting the advance. Payments by you will be applied first to the billed **Finance Charge** and then to your Principal Balance. To be credited on the date of receipt, your payments must be made to us either as online transfers or at one of the banking offices of Fidelity Bank and must be received by us not later than 2:00 p.m. on that day. Payments received after that hour may not be credited until the next business day, and payments made at other locations may also result in a delay in crediting your account. The locations of the banking offices can be found on the Fidelity Bank Web site.

Finance Charge.

You will pay a **Finance Charge** on your advances from the day we make the advance up until the day your payment is received and the advance is paid in full, figured this way:

1. At the end of each day, we add loans made to you on that day to the principal balance outstanding at the beginning of the day. We then subtract from this sum the aggregate of the day's payments, credits, adjustments and unpaid **Finance Charges**. This results in the principal balance for that day.
2. We then multiply the daily principal balance by a daily periodic rate of .049315068% (**Annual Percentage Rate of 18%**). This is the daily **Finance Charge**.
3. On the monthly statement we add up the daily **Finance Charge** for each day in the billing cycle to get your **Finance Charge** for the monthly billing cycle.

Loan Payoff.

Your loan balance (Total New Balance plus accrued **Finance Charge**) may be paid-in-full (assuming no advance is made after the closing date on this statement) by remitting:

- a) The Total New Balance as shown on this statement, plus
- b) The accrued **Finance Charge** on the principal from the closing date of this statement period to the date of actual payoff.

In the event you remit only the Total New Balance, the accrued **Finance Charge** mentioned in item (b) above will appear on your next monthly statement.

Disclosures of Account Information to Third Parties.

We will only disclose information to third parties about your Accounts, Loans or the transactions you make:

- * Where it is necessary for completing a transaction;
- * In order to verify the existence and condition of your Account for a third party, such as a credit bureau or Payee;
- * In order to comply with a governmental agency or court order;
- * If you give us permission, which we may require in writing;
- * In order to collect information for our internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic fund transfer service;
- * If it involves a claim by or against us concerning a deposit to or withdrawal from your Account;
- * Where otherwise required or permitted under state or federal laws and regulations or as permitted under our Privacy Policy.

Authorization to Obtain Information

You agree that we may obtain and use information from credit bureaus and consumer reporting agencies. We may also verify your employment, income pay, salary, assets, debts, and references. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

Statements/Notices

We may send you your monthly (or quarterly) Account statement via email or U.S. mail.

Entire Agreement

This Agreement is the complete and exclusive agreement between you and us related to Fidelity Bank Online Services and supplements any other agreement or disclosure related to your Checking Account or other Accounts including the Deposit Account Disclosures (which contains the Deposit Account Agreement, our policy on Your Ability to Withdraw Funds, and the Electronic Funds Transfers Agreement and Disclosures). In the event of a conflict between this Agreement and any other agreement or disclosures related to your Checking Account or other Accounts or any statement by our employees or agents, this Agreement shall control.

Waivers

No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise therefore or the exercise of any other right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws and principles.

Amendments

We may amend or change any of the terms and conditions of this Agreement at any time upon at least twenty-one (21) days written notice to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and terminate your use of Fidelity Bank Online Services. Notwithstanding the foregoing, we may amend or change the term(s) or condition(s) without prior notice to you if the change does not result in higher fees, more restrictive service use, or increased liability to you.

Fees

Fees are described in the applicable Fee Schedule. Fees may change over time. You are also responsible for all telephone, cable, satellite, or other telecommunications charges incurred in connecting to Fidelity Bank Online Services and for charges by any Internet Service Provider providing connection to the Internet.

Rev. 8/16/2010