

Online Banking Agreement

Online Banking Agreement for Personal Accounts

This Agreement governs the terms and conditions for the use of Online Banking Service (the Service) provided by Brookline Bank. In this Agreement, the words "you" and "your" refer to the person(s) enrolled or authorized to use the Service. The words "Bank", "we," "us" and "our" refer to Brookline Bank. The word "account" means any deposit or credit account you have with us that is listed under your name and your tax identification number. The terms, conditions and disclosures for each of your accounts continue to apply, notwithstanding anything to the contrary in this Agreement. All references to time of day in this Agreement refer to Eastern Time; all references to business day means every day except Saturdays, Sundays and federal holidays.

By using the Service or authorizing others to use the Service you agree to the terms and conditions of this entire agreement and its electronic delivery. You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form, and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of change in terms notices affecting your use of the Service. This Agreement may be amended from time to time and we will provide notice of such changes to you as may be required by applicable law.

Requirement for Use

The Service is limited to personal and sole proprietor Accounts only and does not include business or other commercial accounts. To use the Service, you must have at least one Brookline Bank account open and in good standing, a personal computer, access to Internet service, recommended browser software and an email address. You are responsible for the installation, maintenance and operation of your computer. We are not responsible for any computer malfunction, viruses, spyware, malware, worms or related problems that may be associated with your computer or your access to the Internet. You must enroll to access the Service and select a User ID, a Password and answer secret questions selected by you to log on to Online Banking. Your Password is confidential and you are responsible for keeping it confidential. You agree not to disclose or otherwise make your Password available to anyone not authorized to withdraw funds from your Account. If more than one of you uses the Service, you agree that all of you can access all of the funds held in the Accounts.

Hours of Access

The Service is available seven (7) days a week, 24 hours a day, except during system maintenance and upgrades. We will post notice of any extended periods of non-availability on our website.

Online Banking Features and Functionality

You may use the Service to:

- View Transaction and balance histories
- View and download statements online
- Transfer funds between your accounts
- Export data to Quicken™ or Microsoft™ Money
- Request a change of address
- Make regular payments to loans you have with us
- Pay bills to any business or individual in the US
- Setup e-mail alerts
- View/Print check images
- Reorder checks
- Contact us via secure email
- Request a stop payment on a check

Account Access: All deposit and loan accounts you have with us can be accessed through the Service. When you access your accounts you can view Account balances and up to 90 days detailed history including checks cleared, deposits, ATM and POS transactions. The available funds information may include any overdraft or line of credit funds protection you may have. Your Bill Payment Account(s) may only be checking accounts.

Transfers of Funds: You may transfer funds electronically between your Accounts at Brookline Bank. All these Accounts must be in your name and tax identification number. You may transfer available funds provided there are no holds on the Accounts. A unique reference number is assigned to successful as well as unsuccessful transfers. Transfers cannot be canceled. You cannot transfer to a certificate of deposit account. You can transfer available interest from a certificate of deposit account.

Transfers Outside the Bank: Within Online Banking you may enroll for External Transfers: These services are ancillary products that allow you to transfer money to or from your Bank Accounts and any other account held by you at another U.S. financial institution – assuming the transfer is permitted by us, your financial institution and/or by law. External Transfers will also allow you to send money to a friend, relative or to a small business. External Transfers require additional Bank approval and authorization.

Bill Payment and E-Bills

You must register to use the bill payment option. You may only make payments through a registered checking Account. The requested payments are forwarded to a bill payment service provider, that will transfer funds to the payee either electronically or by sending the payee a paper check. (A "payee" is the person or business you are paying.) Your payees must all be located in the United States and accept payment in U.S. Dollars. You cannot use the Service to make payments to federal, state and local governments. Some other categories of payees may also be restricted.

Your payments will be deducted from your account by a direct automated clearing house (ACH) debit through Federal Reserve banking channels; you agree that payment transactions executed through ACH will be subject to the rules of the National Automated Clearing House Association (NACHA).

If your Account has unavailable funds, the debit will be returned via ACH. The payment for which the debit was returned may be sent however if the payment was made by check, the check may be stopped, and electronic payments may be reversed. However, the ACH return will prompt the system to block your Bill Payment Account, preventing you from making more payments until the non-sufficient funds status is resolved. Any recurring future dated payments scheduled for release during the time the account is blocked will not be sent.

We are only liable for exercising ordinary care in processing and sending payments to the bill pay service provider upon your authorization in accordance with this agreement.

You should schedule a payment to a new payee at least ten Business Days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow at least five Business Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, we will work with the payee on your behalf to attempt to have any late fees or charges reversed.

If the session during which you schedule a payment ends by 10:30 P.M. on a Banking Day, we will consider to have received it on that day. Otherwise it will be considered received on the following Business Day.

E-Bills is a feature of the Bill Payment Service that enables you to receive bills electronically from participating payees. Participating payees establish their own criteria for reviewing requests to receive electronic bills and have sole discretion to accept or decline your request. We do not participate in this decision.

Additional information is available by clicking on the HELP and FAQ links on the Bill Payment page.

Transfer Limitations

All Bill Payments and Transfers are subject to the terms and conditions of the Account being accessed. You can use the Service to obtain electronic credit advances from your Reserve Credit or Home Equity Line Accounts up to your available credit line. There are no limits on the dollar amount or amount of transfers you may make as long as the transaction does not cause the balance in your Account to be less than zero. However, we are not required to complete a transfer from any Account if you do not have sufficient available funds in that Account, free of legal restrictions. Also federal regulations limit the number of transfers and check withdrawals from interest bearing Accounts like Savings and Money Market Accounts. You may make up to a total of 6 pre-authorized, automatic, telephone or computer transfers or payments per Account cycle from your Savings or Money Market Deposit Accounts to other Accounts or third parties. Transfers from Savings and Money Market Deposit Accounts made through the Service are counted against the permissible number of transfers.

Canceling or Modifying Authorized Transfers and Payments

Other than scheduled transfers, transfers between Accounts take place immediately. You cannot cancel or change a transfer once you have confirmed and submitted it. To change or cancel a bill payment, follow the instructions provided to you by the bill payment service provider. In general, while payments are still pending, the bill pay service provider will allow you to change or delete the payments until 10:30 P.M. the night of the scheduled processing date.

Authorization to Charge Accounts

You authorize us to debit the Accounts you designate for all the Service transactions, including the amount of any Bill Payment or Transfer that you make plus any charges for the service. You authorize us to process Bill Payments and to transfer funds according to your instructions. You authorize us to initiate any reversing entry and to debit your Accounts at Brookline Bank or elsewhere, in order to correct any mistaken credit entry. If a Bill Payment request describes the recipient incorrectly by name or account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named recipient. You also authorize us to make those Bill Payments required by check even though you have not signed the check used to make the payment.

Customer's Responsibility

You are responsible for all transfers and payments you authorize using the Service. If you permit other persons to use your user ID and password to access the Service, you are responsible for any transaction they authorize from your Accounts.

Stop Payments Requests

A stop payment may be requested if a check has been issued for your payment and if the check is not cleared. Stop payments of checks are governed by the provisions detailed in your Account Agreement. A stop payment cannot be requested if the payment was remitted electronically. You should contact your payee directly to request any payment refund.

eStatements

When you subscribe to receive eStatement we will discontinue mailing your paper statement and will send emails to notify you of your statement availability. Regardless of receipt of such notice, you acknowledge that you are responsible for retrieving your statement on a periodic basis, as you must notify us of any discrepancy within 60 days from your statement date.

Limit of Our and Other Providers' Responsibility

We agree to make reasonable efforts to ensure full performance of the Service. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in your computer equipment or in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused

by any browser software. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of the Service.

Documentation and Verification of Payments and Transfers

Upon completion of a Bill Payment or Transfer, you will be given a reference number. You should keep a record of this number, along with the payee, scheduled date and transaction amount. Your bill payments will also appear on your statement. No printed receipts are issued through the Service.

You will receive a monthly statement covering the Service activity for any Account other than a certificate of deposit or passbook savings account.

You agree to review your monthly statement activity promptly. If your monthly statement shows transfers or payments of funds that you did not make, you must tell us at once. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements and notices to your correct address.

Fees

Please refer to our Service Fees schedule for all fees and charges related to your accounts and electronic banking services. We do not charge a fee for the use of Online Services. However, a bill payment overdraft and a bill stop payment are subject to fees, if applicable. In addition to the fees noted here, there may be other fees associated with certain transactions or services not performed by us. These other fees are not assessed by us and will not be waived.

E-mail

When you enroll in the Online Service, you will have access to our secure message system located within the Online Service. Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically only through our Online Service. We may, if you use our alert feature or to verify a request made by you via the online service, send account information to the email address you designate.

Other than alerts and verification emails, we will not send to you email requesting confidential information such as account numbers, PINs, or passwords. If you receive such an email purportedly from us, do not respond to the email and notify us by calling 1-877-668-2265 or forwarding (including header information) the email to customerservice@brkl.com.

You are deemed to have received any electronic messages sent to you when they are made available to you, regardless of whether you access the Service. You may print a copy of such communications using the "print" function of your software. 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 ATM or Debit 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 on it.

Security Procedures

The latest technology was applied in creating the Service security architecture. The security architecture utilizes the Internet for secure delivery of account balances, account histories, and transfer requests, while utilizing a private network for access to your Account information. You can only access the Service with certain browsers that have high security standards. If we do not recognize your computer, we will ask you one of your challenge questions to verify your identity, The Service will automatically log off if prolonged periods of inactivity occur.

You must enter your User ID and Password at the start of every session to access the Service. You should use care when choosing your User ID and Password and you agree to take reasonable precautions to safeguard them. We recommend that your password be comprised of both letters and numbers, and that it not be easily associated with your personal information, such as your address, date of birth or anniversary. Your password

should be memorized and never written down. We also recommend that you change your password regularly.

Our Liability if We Fail to Make Certain Transfers or Payments

If we do not complete a transfer to or from your Account on time or in the correct amount when you have properly instructed us to do so, we will be liable for the damages that you prove are directly caused by our actions. However, there are some exceptions to our liability to you. We will not be liable, for instance if:

- through no fault of ours, you do not have enough money in your Account(s) to make the transfer or payment.
- the transfer or payment would go over the available credit limit on your Reserve Credit Account or Home Equity Line with us.
- the Service, your computer or other internet access was not working properly;
- a court order or legal process prevents us from making a transfer or payment;
- circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires and floods;
- if you do not allow sufficient time for delivery to the payee;
- changes of payee's address or Account number;
- the failure of any payee's to process the payment correctly or credit the payment in a timely manner;
- for any other circumstances beyond the control of Brookline Bank;
- you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this or any other agreement with us for requesting a transfer;
- you have previously reported your Account or password lost or stolen, or we have canceled your password and/or the use of the Service;
- we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes;
- you default under any agreement with us or if you or we terminate this agreement.

Unauthorized Use

If you believe your User ID or Password has become known or has been used (or may be used) without your permission, call us immediately at 1-877-668-2265 Monday through Friday 8:00 A.M. to 6:00 P.M. and Saturdays 9:00 A.M. to 2:00 P.M. or write to us at:

Brookline Bank
C/O Electronic Banking
P.O. Box 470469
Brookline, MA 02447-0469

Tell us AT ONCE if you believe your user ID or your Password or both, has been lost, stolen, or used (or may be used) without your permission. Telephoning is the best way of keeping possible losses at a minimum. You can lose no more than \$50 if you fail to give us notice of your User ID or Password being used without your permission.

Also if your statement shows transfers that you did not make, including those made by your User ID or Password or other means, tell us at once. If you do not tell us within sixty (60) days after the statement containing the unauthorized activity was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

In Case of Errors or Questions About Your Electronic Transfers

If you need information about your payments or transfers or if you believe there is an error

on your bank statement relating to an electronic Funds Transfer, telephone us immediately at 1-877-668-2265 or write to:

Brookline Bank
C/O Electronic Banking
P.O. Box 470469
Brookline, MA 02447-0469

We must hear from you no later than 60 Calendar Days after we sent you the FIRST statement on which the problem or error appeared. A statement is considered to have been sent when it is first made available.

You must:

- Tell us your name, Account number and user name.
- Describe the error or the transfer you are unsure about, and clearly explain why you believe it is an error or why you need more information.
- Tell us the dollar amount and date of the suspected error.

It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

If you tell us orally, we have the right to require you also send us your complaint or question in writing within 10 calendar days following the date you notified us.

We will determine whether an error occurred within 10 calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 10 calendar 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 10 business days, we may not credit your Account or reverse the credit if previously applied.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents that you request. If your alleged error concerns a transfer to or from a third party (for example, a social security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

Virus Protection

You agree that we are not responsible for any electronic virus that you may encounter using the Online Service. We strongly advise you to routinely scan your computer using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

Ending the Online Banking Agreement

You may end your rights to use the Service by telling us in writing. We may end your rights to use the Service for any reason and at any time without telling you.

If more than one person is authorized to withdraw funds from your Account, or if another person uses the Service to access your Account, we cannot stop that person from using the Service unless we end this Agreement.

If the Account is a joint Account, any owner of the Account may ask us to end this Agreement. We are not responsible for notifying any remaining Account holders of the termination.

If you end your rights to use the Service, 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 written notice. Once we have acted upon your notice, we will make no further transfers or payments from your Account, including transfers or payments you have previously authorized. However, you must cancel any automatic recurring payments using the Service prior to closing your Account; otherwise we will continue to make such payments.

If we end your rights to use the Service, we reserve the right to make no further transfers or payments from your Account, including any transaction you have previously authorized.

If either you or we end your rights to use the Service, we will no longer have to complete any of your transactions. You will remain obligated to us under this Agreement for all your transactions, even if they occur or are completed after this Agreement is ended.

Change in Terms

We will deliver an electronic notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased costs or liability to you or stricter limitations on transfers you may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

Governing Law

This Agreement is governed by the laws of the Commonwealth of Massachusetts and applicable federal laws. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation. The headings used in this Agreement are for convenience only.

BrooklineBank