



FSB BUSINESS CONNECTION

ACCESS AGREEMENT **Terms and Conditions**

Thank you for choosing Farmington Savings Bank's Business Connection, Internet Banking for your Cash Management Services.

The following FSB Business Connection Agreement explains the terms and conditions governing the services offered through FSB Business Connection. This Agreement, together with other written Agreements relating to particular services of FSB Business Connection and all applicable Farmington Savings Bank deposit account contracts, represent the entire understanding of the parties. If any portion of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect. This Agreement shall be governed by and interpreted in accordance with Federal laws and regulations and to the extent there is no applicable Federal law or regulation, by the laws of the State of Connecticut. It may not be amended or modified except by a written instrument signed by both you "the Customer" and Farmington Savings Bank.

Other documents may become part of our Agreement depending on the Services you select. Please read carefully.

Definitions

"We," "us," "our," "Farmington Savings Bank," "FSB," and "Bank" means Farmington Savings Bank.

"Customer," "you," "your," means each owner on an account enrolled under this Access Agreement.

"You", "yours", also means any FSB Business Connection Administrator and all Users to whom you have delegated FSB Business Connection authority.

"Business Days" are Monday through Friday. Holidays are not included. All references to time of day in this Agreement refer to Eastern Standard Time.

General. With FSB Business Connection you can obtain on-line real time access to certain account information, electronic funds transfer services, and other account maintenance functions.

Services Available Through FSB Business Connection. FSB's On-Line Cash Management Services may allow you to:

- View account balances
- Review transaction history
- Transfer funds electronically between your accounts at FSB
- Review statements and other account information

- View your check images
- Place a stop payment on any check issued by you and drawn on FSB
- Initiate Wire Transfers
 - Domestic Wires
 - Foreign Wires
- Initiate Electronic Funds Transfers through the Automated Clearing House
 - Individual Entries
 - Batch Files
- Export account data to popular financial management packages such as Quicken or Money
- Send e-mail to us

Authority to participate in this Agreement. You represent that you have full power to act on and enter into this Agreement on behalf of the Company.

Eligibility Requirement. To be eligible for access to FSB Business Connection you must be operating as a validly existing business entity in good standing. Upon completion and approval of an Application for Access you will be provided with a personal Access ID and initial Password. Each of the accounts and each transaction effected through the use of your Access ID and Password issued under this Access Agreement is maintained for business purposes, and NOT for personal, family, or household purposes.

Approval of your application will be determined in the sole discretion of Farmington Savings Bank. FSB's willingness to provide Service is dependent on the Customer's financial condition, and will be subject to periodic review by FSB. You agree and authorize FSB directly or through an agent, to obtain your credit report in connection with your application for access and, in FSB's sole discretion, at a later date, in connection with your use of FSB Business Connection. Subject to applicable law, and at the Bank's sole discretion we reserve the right to modify, suspend, or terminate your access to FSB Business Connection at any time without notice or refund of previously incurred fees. FSB may limit your access and/or the dollar amount of transfers and payments based on your credit report or financial condition.

Account Access. Following FSB's review and approval of your Application for Access, we will provide you with an Access ID and initial Password. The first time that you Log On you will be required to change this Password, to a personal private Password. You must enter your Access ID and Password at the start of every Web session to access your accounts through FSB Business Connection. You may change your Password at any time you choose and as often as you wish. Your Access ID and Password are confidential and you are responsible for keeping them confidential.

Equipment Requirements. Access to FSB Business Connection requires the use of Computer hardware and Software. It will be the Customer's sole responsibility for maintaining your computer equipment in good working order, with the necessary compatibility and format to interface with FSB's systems, including without limitation, the ability to support FSB's security measures. The installation, maintenance, and operation of your equipment, including, but not limited to, computer, modem, personal software, and the Internet access through your Internet access provider is the sole responsibility of the Customer. FSB is not responsible for any errors or failures from any malfunction of your equipment or software, and we are not responsible for any computer virus or related problems that may be associated with the use of FSB Business Connection. FSB is not responsible for any failure or loss caused if any of your software or hardware is not compatible with our system.

Term of the Agreement. Access to FSB Business Connection will become effective from the date your Application for Access is approved by FSB and shall remain in force until termination. The Agreement shall be terminated, (1) upon written notice by either party to the other, provided we are given a reasonable time, which shall not be less than [2 business days], to act on such notice, (2) upon termination of the relationship between the parties, or (3) if you fail to comply with the terms and conditions of the Access Agreement.

Security. FSB uses two levels of security to safeguard your account information, an Access ID with a personal Password, and encryption.

You will be required to provide FSB with a list of authorized representatives who are authorized to access and transact payment orders and instructions on your behalf. FSB will provide each of your authorized representatives with an Access ID and initial Password. The authorized representative will be forced to change this Password to a private personal Password upon first access to the system. Use of the Access ID and Password is required each time the authorized representative logs on and requests access to FSB Business Connection.

The Access ID that we have issued and the personal Password that you have chosen, when used together identify you and your representatives as authorized users and determines the accounts and/or functions you are allowed to access. You agree to comply with the security procedure described herein with respect to your access to account information or to provide instructions and payment orders for funds transfers (which may include ACH Transfers, Wire Transfers, Internal Transfers, or Stop Payment Orders) to us through FSB Business Connection.

Password Protection. You shall be solely responsible for protecting against unauthorized access to FSB Business Connection through the use of physical security, Access ID's and Passwords, and other security procedures. FSB will be held harmless for processing any request or payment instruction received through FSB Business Connection from you or any of your authorized representatives using an assigned Access ID and Password.

You acknowledge that safeguarding of the Access ID's and Passwords is entirely within your control, and that FSB may rely on any communication received from you through FSB Business Connection or from any person using an Access ID assigned to you or your authorized representatives. **You agree to prevent any disclosure of these security procedures or applicable Access ID's and Passwords except to authorized representatives who have a need to know the information to effect transactions through FSB Business Connection on behalf of you (a "need-to-know" basis). You agree to instruct all authorized representatives to maintain the confidentiality of their Access ID's and Passwords.**

The Security Procedure. The security procedure will be the transmission of instructions to the Bank through FSB Business Connection, using an Access ID and Password to access, for the purpose of obtaining account information, sending instructions for funds transfer or payment orders, or placing stop payment orders. We strongly recommend the following precautions:

- Memorize your Access ID and Password.
- If you must keep it written down, it should be stored in a secure location under lock and key.
- Do not walk away from your computer during an On-Line session.
- Use the Log Off function after each session.

Your On-Line Administrator. You must designate to us, an authorized representative who will serve as your On-Line Administrator of FSB Business Connection. The Administrator shall be responsible for requesting passwords be reset if an authorized representative forgets his/her password, and administering any modifications, additions, or deletions to your list of authorized representatives. All instructions or changes in instructions under this Agreement must be issued to FSB in writing on the appropriate form.

Your Representatives. You will be required to specify on a form provided by us, your accounts and which of the following services each authorized representative is authorized to access: Account Information Reporting, Electronic Funds Transfer (Wire Transfers, ACH Transfers), Internal Transfers and/or Stop Payments, and any limits on the dollar amount of transfers that can be entered based on the representatives Access ID and Password.

Your Responsibility. FSB will consider any instruction received through FSB Business Connection using any Access ID that has been assigned to you or any of your authorized representatives as having been authorized by you and FSB shall be fully protected in acting in reliance on such payment order or instruction. If you request and are approved for access to the Electronic Funds Transfer features of FSB Business Connection we will only accept transfer requests upon proper execution of security procedures that are entirely within your control. FSB shall be fully protected in acting in reliance on such payment order or instruction and you further agree to be bound by any instruction or payment order, whether or not authorized, issued to us through FSB Business Connection.

You agree to take all steps within your control to keep these security procedures confidential and effective and to prevent unauthorized transactions or errors. You or your On-Line Administrator agree to notify FSB immediately if the security or confidentiality of the procedures is breached or compromised in any way, and you will immediately instruct authorized representatives to change their passwords to restore security.

You agree that you or your On-Line Administrator will notify the Bank immediately if an employee is no longer authorized to access FSB Business Connection. Such notice may be oral, but must be confirmed by written notice within two (2) business days on a form provided by the Bank. If you wish to change an employee's access level you must submit the request in writing.

The Bank has adopted security procedures only for the purposes of verifying instructions and payment orders (or communications seeking to amend or cancel instructions) as those of the Customer and not for detecting errors in the content of the instructions.

You agree that no Bank can ever guarantee that certain security procedures will be effective.

You agree to follow the security procedures in exact detail and in a pro-active manner, and to promptly notify the Bank if the confidentiality of the security procedures is compromised. You agree that such security procedures are commercially reasonable, and that you will take all steps necessary so that these security procedures are likely to be successful under the circumstances of your business and its day-to-day methods of transacting business.

FSB shall not be responsible for liability, loss or damage of any kind resulting from any delay in performance of or failure to perform its responsibilities hereunder due to causes beyond the Bank's reasonable control.

Account Information Disclosure. We will disclose information to third parties about your Account, and the payments or transfers you make in the following instances:

- a) We will disclose information when it is necessary for completing payments or transfers, or resolving a problem relating to a payment or transfer.
- b) We will disclose information as allowed by law in order to verify the existence and condition of your Account for a third party, such as a credit bureau.
- c) We will disclose information to the holder of one of your checks whether it would be paid if presented at the time of the request.
- d) We will disclose information in order to comply with any law, court order, or proper government request, such as subpoenas, tax information, bank examinations, and reports of unusual cash transactions.
- e) We will disclose information, if you give us your written permission.
- f) We will disclose information to government officials in connection with suspected violations of law.
- g) We will disclose information to our agents, auditors and collection attorneys.
- h) We will disclose information relating to the Account which does not identify you or your Account.
- i) We will disclose information if you owe us money and we must take legal action to get it.
- j) We will disclose information relating to your Account, which is allowed to be disclosed under state and Federal privacy laws.

Stop Payment Orders. If you execute an order for stop payment on an item that is drawn on your account at FSB, you agree that it is your responsibility to verify that the item has not already been paid. You are solely responsible for ensuring that the Stop Payment order contains complete and accurate information, including, without limitation, the accurate name to which the Check is made payable, the Check number, the Account number and the exact dollar amount of the Check.

As verification that your stop payment order has been placed, a confirmation number will be displayed after you have completed the required stop payment order information.

A Stop Payment order issued through FSB Business Connection will be valid for 14 days. A written confirmation will be sent to you for verification of information and signature, if the signed confirmation is not returned to us within the 14 days, the stop payment order will no longer be valid. If the signed written confirmation of the stop payment is returned within the 14 days from the date the stop payment was requested through FSB Connection the stop payment will be in effect for 12 months.

FSB will have no liability for failing to act on a Stop Payment Order that does not describe the check with reasonable certainty, or if the Bank does not have a reasonable opportunity to honor the stop payment order, even if the failure to stop payment causes other checks to be returned for insufficient funds.

Signers. You agree that all your authorized users will be deemed authorized signers on your accounts even if they are not listed as authorized signers on the most recent signature cards on file with us.

Accounts Requiring Two Signatures. Accounts, which have been designated as requiring two signatures, are not eligible for any of the Electronic Funds Transfers Services.

Fees. You agree that FSB may debit your account for all applicable fees for access to and use of the services provided by FSB Business Connection at the rate specified on FSB's Fee Schedule, and as amended from time to time. If there are not sufficient funds in your account to cover the amount of the fees, we may reimburse ourselves from any other account maintained by you at FSB.

Account Statement Review. You agree to regularly and promptly review and verify all statements, reports, payment records, wire transfer instructions, confirmations, adjustments, charges and other transactions. You shall within a

reasonable time, which in no event shall be greater than thirty (30) calendar days following the day the Bank first mails or otherwise makes data available to you ("Review Period"), notify us of any error or discrepancy between your records and any Bank notice or statement, or any transaction or transfer you believe was not authorized. If you fail to notify us we will presume our records are correct.

Electronic Funds Transfer Services. All transfers and payments are subject to funds availability. Requests for funds transfers must meet specific deadlines established by FSB. File delivery deadlines are subject to change.

Internal Transfers.

The cut-off time for internal transfers is 4:00 PM, all transfers received after the cut-off time will be processed on the next business day that the Bank is open.

Wire Transfers. A separate Wire Transfer Agreement will be required if you wish to use the Wire Transfer service.
External Transfers/ACH Services. External Transfers are processed through the Automated Clearing House (ACH).

A separate ACH Agreement will be required to use the External Transfer service.

If we agree to permit you to use the ACH services you may initiate credit or debit ACH transactions ("Entries") on ACH Business Days to your accounts or the accounts of others ("Receivers") in accordance with FSB's security procedures, and this Agreement. FSB may process Entries directly, through one or more clearinghouses, or through the mechanism selected by FSB. Your rights and obligations with respect to such Entries are governed by applicable law and the rules of the National Automated Clearing House Association (NACHA), as amended from time to time. You acknowledge that you shall be bound by NACHA Rules and agree not to initiate any Entry in violation of the NACHA rules or applicable Federal or State law or regulations including, without limitation, Regulation E.

ACH Editor Software. If you request and are approved for the External Transfer/ACH Services, FSB will grant a non-exclusive, revocable and non-assignable license to use the ACH Editor ("Software") program for the purpose of initiating ACH Entries in accordance with this Agreement. You will be responsible to maintain in good working order all equipment necessary for this service. FSB may from time to time furnish upgrades to the Software program. You agree to install such upgrades as necessary to maintain the Service.

License. You acknowledge that the ACH Editor ("Software") program is an original, confidential, valuable and proprietary product that has been licensed to FSB with the right to be sub-licensed to you. Your use of the program shall be consistent with the terms of this Agreement. You will have no rights of ownership to the ACH Editor program and may not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, the program. You agree to confine knowledge and access to the program only to your authorized representatives who require such knowledge and access in the ordinary course and scope of their employment with you. Upon request, you will return all software and user manuals associated with this Service promptly upon termination.

Entry Origination/Processing Dates/Deadlines. FSB will establish deadlines (cutoff time) for the receipt of External Transfer Entries. All External Transfer Entries must be received prior to the established cutoff time for the Entries to be processed on the Business Day of receipt. Entries received after the cutoff time will be processed on the next Business Day.

External File Confirmation System. You will be required to send us, via facsimile, an ACH File Transmission Alert for any transaction or file that you upload to FSB Business Connection. After we receive a file of ACH transactions from you, we will compare the contents of the file to the information provided by you via the facsimile. If the information (debit amount, credit amount, number of transactions) matches that contained in the file, FSB will process the file of ACH transactions. We will not process a file if we do not receive conforming facsimile information on or before the established file delivery deadline on the Business Day that we receive the file. We will notify you if a) the facsimile information does not agree with the totals contained in the file, b) if we receive a file without corresponding facsimile information, or c) if we receive facsimile information without the corresponding file.

Rejected and Returned Entries, Unauthorized Entries. FSB may reject any Entry that is not initiated in accordance with this Agreement or the ACH Agreement. In the event that an Entry is rejected, or returned by an ACH processor for any reason whatsoever, it will be your responsibility to remake the Entry. FSB will give you notice of any rejected or returned Entry. FSB is authorized to debit/credit your account for Entries that are returned to the Bank. Unless the return is caused by our failure to properly execute an Entry, we have no obligation to pay you interest on the amount of any returned Entry debited from your account. The

receiver of an Entry may, in some cases, have the right to have an unauthorized or erroneous debit entry credited to their account. You agree that FSB may deduct the amount owing to the receiver from your account upon FSB's receipt of proper notice of such crediting from the receiver's bank.

Amendment of Entries. Unless you have requested, and FSB has agreed to provide ACH Adjustment Services, you do not have the right to delete or amend any Entry after it has been received by FSB. If such services are provided, you may initiate an amendment to your ACH files after receipt by FSB. You may initiate such amendments via PC or fax in accordance with the terms of this Agreement and all communications must be received by FSB prior to the established deadlines in order to be effective.

Your Representations/Indemnity. You represent and warrant to FSB that each Entry complies with the terms of this Agreement, the ACH Agreement, and NACHA Rules, does not breach any warranty of yours or FSB or NACHA Rules, complies with applicable Federal and State laws, including, without limitation, the Electronic Funds Transfer Act and Regulation E, is accurate, timely, and authorized in writing and that any debit Entry is for a sum that on its settlement date is due and owing from the Receiver to you or is a correction of a previously transmitted erroneous credit Entry. Receiver authorizations shall expressly authorize FSB to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize you to release to FSB all information concerning your Receiver(s) that is required by FSB to recover such Entries. You shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. You will retain each authorization received by you for seven (7) years after termination or revocation of the authorization and shall provide FSB with copies of such authorizations upon request. You will indemnify, defend and hold FSB harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by you in violation of the this Agreement.

Links to Other Sites. For your convenience we may provide links to other Web sites that are not under the control of FSB. FSB makes no warranties either expressed or implied, concerning the content of such sites, including the operations, programming and conduct of transactions over such sites. FSB disclaims all liability of any kind whatsoever arising out of your use of, or inability to use such third party Web sites, the use of your information by such third parties, and the security of information you provide to such third parties.

No Third Party Beneficiaries/Third Party Claims. The services provided to you through FSB Business Connection are for your sole and exclusive benefit, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. You agree to indemnify, defend and hold FSB harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any Service delivered to you pursuant to this Agreement.

Disclaimer of Warranty. No warranties with respect to FSB Business Connection are made by us nor do we warrant that FSB Business Connection will meet your specific requirements.

FSB MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE USE OF FSB BUSINESS CONNECTION. FSB DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You assume the entire risks as to the quality and performance of FSB Business Connection.

Limitation of Liability. In no event shall FSB be liable to you for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use FSB Business Connection, or for any claim by another party. You agree to comply with all security procedures that FSB may impose from time to time in connection with your use of FSB Business Connection, and that these security procedures are commercially reasonable.

You understand that by using FSB Business Connection, information about your accounts and transactions will be transmitted over the Internet. You agree that FSB will have no liability to you if an unauthorized third party obtains information about your accounts or transactions despite reasonable precautions that we have taken to maintain the confidentiality of such information.

If a transaction which you have properly processed through FSB Business Connection, in accordance with the on-line "help" instructions or other instructions provided (a) is not completed, or (b) is completed for an incorrect amount, or (c) is directed to a person or entity which does not comply with your instructions, and such error occurred through FSB's negligence or willful misconduct, we will be responsible for returning any improperly transferred funds to your

account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. THE RECREDITING OF YOUR ACCOUNT AND THE REDIRECTING OF PAYMENTS AND TRANSFERS SHALL CONSTITUTE FSB'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS.