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- I. Introduction**
  - II. Contacting Claremont Savings Bank**
  - III. Accessing Your Claremont Savings Bank Accounts through On-Line Banking**
    - A. Requirements
    - B. Electronic Mail (E-mail)
    - C. Fees
    - D. New Services
    - E. Benefits of Using On-Line Banking
  - IV. Terms and Conditions**
    - A. Your User ID and On-Line Password
    - B. On-Line Agreement Termination
    - C. Our Liability
    - D. Overdrafts: Transfers, Other Withdrawals
    - E. Hours of Accessibility
    - F. Additional Terms and Conditions
  - V. General Terms**
    - A. Changes to Charges, Fees or Other Terms
    - B. Account Disclosure of Account Information
    - C. Questions or Error Correction on On-Line Banking Transactions
    - D. eStatements
    - E. Other General Terms
  - VI. Protecting Your Account**
    - A. Preventing Misuse of Your Account
    - B. Unauthorized Transactions in Your Claremont Savings Bank Accounts
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## **I. Introduction**

This On-Line Access Agreement ("Agreement") for accessing your Claremont Savings Bank accounts through On-Line Banking explains the terms and conditions governing the On-Line banking services offered through On-Line Banking. By using the On-Line Banking Services, you agree to the terms and conditions of this Access Agreement. This On-Line Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is no applicable Federal law or regulation, by the laws of the State of New Hampshire. The terms "we," "us," "our," "Claremont Savings Bank," and "Bank" refer to Claremont Savings Bank. "You" refers to those who enroll or any authorized user. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal Holidays. On-Line Banking can be used to access Claremont Savings Bank accounts. The

applicable Account Disclosure and Deposit Agreement also govern each of your accounts at Claremont Savings Bank.

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## **II. Contacting Claremont Savings Bank**

There are several ways to contact Claremont Savings Bank about your On-Line Banking service as noted below:

- e-Mail Message via [customercare@claremontsavings.com](mailto:customercare@claremontsavings.com) on our Web Site (not a secured line)
- Telephone: 603-542-7711 or Toll Free at 800-992-0316 and ask for Customer Care
- By Mail: Attention Customer Care, P.O. Box 1600, Claremont, NH 03743-1600
- By Fax: Attention Customer Care, 603-542-5432

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## **III. Accessing Your Claremont Savings Bank Accounts through On-Line Banking**

### **A. Requirements**

To access your accounts through On-Line Banking, you must have a Claremont Savings Bank account and an On-Line password that can be applied for on-line. Businesses and Organizations will be required to be present to establish an On-Line Banking Agreement with CSB.

### **B. Electronic Mail (E-mail)**

Sending electronic mail (E-mail) through On-Line Banking is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of On-Line Banking. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s). You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within On-Line Banking or call Customer Support at the number in II above.

### **C. Fees**

There are no monthly or transaction fees for accessing your account(s) through On-Line Banking. Standard fees applicable to various services and products apply. Please note that fees may be assessed by your Internet service provider. You agree to be responsible for any telephone charges incurred by accessing your Claremont Savings Bank accounts through On-Line Banking.

## **D. New Services**

Claremont Savings Bank may, from time to time, introduce new On-Line services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

## **E. Benefits of Using On-Line Banking**

With On-Line Banking, you can manage your personal or small business accounts from your home or office on your personal computer. You can use On-Line Banking to:

- View account balances and review transaction history.
- Transfer funds between your internal deposit accounts.
- Communicate directly with Claremont Savings Bank through secured E-mail.
- Request a Stop Payment.
- Make payments to Claremont Savings Bank loan accounts or advance funds from a Claremont Savings Bank line of credit. (External payments not available.).
- Maintain a check register on-line.
- Request Adding or Deleting accounts on-line.
- Initiate Harland Check No change Re-orders.
- Apply on-line for On-Line Banking Agreement
- Access bill payment options

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## **IV. Terms and Conditions**

The first time you access your Claremont Savings Bank accounts through On-Line Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.

### **A. Your User ID and On-Line Password**

You may choose your own User ID, which is limited to 15 Characters. You will be given an On-Line Password that will give you access to your Claremont Savings Bank accounts for On-Line Banking access. This password can be changed within On-Line Banking using the options button. You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates and information that may be easily guessed.) We recommend that you change your password regularly. Claremont Savings Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize this On-Line password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

### **B. On-Line Agreement Termination**

If you close any or all Claremont Savings Bank accounts, you must notify Claremont Savings Bank Customer Support to cancel the On-Line Banking services. The Bank reserves the right to cancel your On-Line Banking service at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, On-Line Banking services maybe reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Customer Care at the numbers in II. above. If you wish to cancel any of the On-Line Banking services offered through On-Line Banking, please contact Claremont Savings Bank Customer Care at the phone numbers listed in II. above or send cancellation instructions in writing to Claremont Savings Bank at the address in II. above. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### **C. Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Claremont Savings Bank, or by Internet browser providers such as Microsoft (Microsoft Explorer browser), or by Internet access providers or by On-Line service providers or by an agent or subcontractor of any of the foregoing. Nor shall the service providers or we be responsible for any direct, indirect, special or consequential, economic or other damages arising in anyway out of the installation, use or maintenance of the equipment,software, the On-Line Financial Services, or Internet browser or access software.

### **D. Overdrafts: Order of Payments, Transfers, and Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, and On-Line Banking transfers, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority; and,
2. The electronic funds transfers initiated through On-Line Banking may result in an overdraft of your account and may, at Claremont Savings Bank's discretion, be canceled. In addition, you will be charged the same overdraft charges that apply to your account.

### **E. Hours of Accessibility**

You can access your Claremont Savings Bank accounts through On-Line Banking seven days a week, 24 hours a day. However, at certain times, some or all of On-Line Banking may not be available due to system maintenance. You will be notified On-Line, when this occurs. A transfer initiated through On-Line Banking before 6:00 p.m. will be considered the same business day. All transfers completed after 6:00p.m.on a business day or on a Saturday, Sunday or Banking

Holiday will be considered on the next business day. Our business days are Monday through Friday. Saturday, Sunday and Federal Holidays are not included as a business day.

## **F. Additional Terms and Conditions**

**Obtaining Account Balance and Transaction History**—Balances shown online are current. The balance may differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges.

**Limitations on Frequency and Amount**— According to Federal Regulations, you may not make more than six (6) pre-authorized or automatic transfers from your money market account during a given monthly statement period. Limitations also apply to savings and statement savings accounts. There are no limits on the number or dollar amount of transfers or payments you make from your checking account. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

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## **V. General Terms**

### **A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you On-Line, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty- (30) days in advance of the effective date of any additional fees for On-Line transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty- (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. The applicable Deposit Agreement and Account Disclosure govern changes to fees applicable to specific accounts.

### **B. Disclosure of Account Information -Privacy Policy Notice**

Protecting your privacy is important to Claremont Savings Bank and our employees. We want you to understand what information we collect and how we use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all Claremont Savings Bank employees for collection, use, retention, and security of nonpublic personal information. We may collect "non public personal information" about you from the following sources: Information we receive from you on applications or other loan and account forms; Information about your transactions with us;

Information we receive from third parties such as credit bureaus. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law, such as ordering checks for customers or verifying a check for a merchant. We also take steps to safeguard customer information. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

### **C. Questions or Error Correction on On-Line Banking Transactions**

In case of questions or errors about funds transfers through On-Line Banking involving your account, here is what you should do:

- Contact Claremont Savings Bank by electronic mail (E-mail); or,
  - Fax Claremont Savings Bank at 603-542-5432; or,
  - Telephone Claremont Savings Bank at 603-542-7711 or Toll Free at 800-922-0316; or,
  - Write Claremont Savings Bank, Customer Care at P.O. Box 1600, Claremont, NH 03743, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about transaction listed on the statement or transaction record.
- We must hear from you no later than sixty- (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.

#### **Here's what we will do:**

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, 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, or ninety(90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, 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 will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your Claremont Savings Bank account on time or in the correct amount according to our agreement with you, we will only be liable for the actual amount of the transaction. The Bank will not be liable for any incidental or consequential losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- If you have not properly followed the instructions for using On-Line Banking.
- If circumstances beyond our control (such as fire, flood) prevent the transfer, despite reasonable precautions taken by us.

#### **D. eStatements**

**Claremont Savings Bank E-Statement** If you would like to receive your monthly statement electronically and you are currently an Online Banking customer, you may sign up for this service at no cost by logging in and clicking on the Statements top on the left of the page. An e-Statement Agreement will be presented for your review and acceptance. In order to receive your statement in this manner, you will need to have access to the Internet, have a current e-mail address and have Adobe Acrobat Version 5.0 or better, which you may download free of charge at <http://www.get.com/reader>.

#### **E. Other General Terms**

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

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## **VI. Protecting Your Account**

### **A. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours

disagree, you must immediately call Claremont Savings Bank Customer Care at the numbers in II. above.

**Protecting Personal Information** - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

**Taking Care of Your On-Line Password** - The password that is used to gain access to On-Line Banking should also be kept confidential. For your protection we recommend that you change your On-Line password regularly. It is recommended that you memorize this On-Line password and do not write it down.

You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your On-Line password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Claremont Savings Bank Customer Care at once at the numbers in II. above.

## **B. Unauthorized Transactions in Your Claremont Savings Bank Accounts**

Notify us immediately if you believe another person has improperly obtained your On-Line password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Claremont Savings Bank Customer Care at the numbers in II. above, or write Claremont Savings Bank, Attention Customer Care at the address in II. above.

If your On-Line password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your On-Line password without your permission to access a Claremont Savings Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty-(60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty- (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

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