

Confirmation Code

Avid302

Consumer Internet Banking Terms & conditions

ACCEPTANCE OF TERMS

This agreement (the "Agreement") between you and Avidia Bank ("we," "our," "us," or "Avidia") governs your use of Avidia Bank's Personal Internet Banking Services (the "Services"). By registering for, and using the Services, you consent to the terms of the Agreement. The Services enable you to view your statements, account balances and recent transactions, pay bills and perform banking transactions, and communicate with us via a personal computer. The Services are provided by FIS Corporation, on behalf of Avidia Bank.

If you are a consumer, this Agreement supplements the Deposit Account Agreement, which governs consumer deposit account(s), including the Truth In Savings and Electronic Funds Transfer Disclosures. If you represent a business or other entity, including a sole proprietorship, this Agreement supplements the Business Banking Services Agreement, which governs deposit accounts held by non-consumer entities. All users of the Services further agree to be bound by and comply with our by-laws and rules and applicable state and federal laws and regulations.

Equipment Requirements

To access Avidia Bank's Personal Internet Banking and your statements in electronic format ("e-Statements"), you must have a PC or Apple® computer with Internet access and browser software that supports 128-bit encryption. We recommended that you use one of the latest commercially available browser versions to optimize online banking performance. Click here for equipment requirement.

You will also need Adobe® Reader® software in order to read your online statements. You may download the latest version of Adobe Reader for free at www.adobe.com.

You are responsible for the set-up and maintenance of your computer and equipment. We will notify you of any change to software or hardware requirements needed to access Personal internet Banking or your e-Statement. It is your responsibility to install and periodically update virus protection software on your computer and to routinely scan your computer using an up-to-date virus protection product.

Customer Service Information

For questions or assistance with Personal internet Banking contact us toll free (800) 508-2265, 24X7 365 days. You may also write to us at 42 Main St., Hudson, MA 01749, or you may send us general questions by e-mail at: electronicservices@avidiabank.com or a secure e-mail through the Personal Internet Banking Customer Service link. For security reasons, we recommend that you only send confidential information through the Personal Internet Banking Message Center.

Your communication by mail or e-mail will not be effective until we receive it and have had a reasonable opportunity to act on it

Avidia Bank's branch locations are closed on Sundays and federal bank holidays.

Subscription to the Services

You authorize us to use FIS Corporation to provide the Services to you on our behalf. BY YOUR APPLICATION FOR THE SERVICES AND RECEIPT OF THIS AGREEMENT, YOU AUTHORIZE US TO MAKE PAYMENTS OR TRANSFERS, INCLUDING

RECURRING PAYMENTS OR TRANSFERS, VIA THE SERVICES ON YOUR BEHALF. PLEASE RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Within Avidia Bank Personal Internet Banking, you may select one of the following levels of access:

- 1. Account View and Transfer, allowing you to view your current balance and recent transactions, make transfers between your Avidia Bank accounts, as selected, and, if you have a consumer account, originate inbound and outbound transfers to or from your account at an institution outside of Avidia Bank;
- 3. Account View and Transfer with Bill Payment, allowing you to view your current balance and recent transactions, make transfers between your accounts, and pay merchants and other third parties. This level of access also provides you the option of electronic bill presentment. If you have a consumer account, you may also originate inbound and outbound transfers to or from your account at an institution outside of Avidia Bank.

Payment Restrictions

You may not use the Services to transmit child support, alimony or other court-directed payments, nor to pay taxes or make other payments to government agencies. You are prohibited from using the Services to make payments to, or process payments for, illegal Internet gambling sites.

You may only make payments to payees with U.S. addresses. You may not make payments to "Cash."

Certain types of withdrawals from money market and savings accounts, including transfers and bill payments made via the Services, are limited by federal law to six in total per statement cycle. Please consult your Truth in Savings account disclosure for specific information.

For security reasons, dollar limitations apply to Bill Payments and transfers to or from accounts outside of Avidia Bank, as more fully described below.

Transfers and Bill Payments

1. Transfers Within Avidia Bank

If you have Account View and Transfer, Account View and Transfer With Bill Payment, you may initiate a single or recurring transfers to or from your selected Avidia Bank accounts ("Internal Transfers"). Internal Single transfers are posted at the time you make them; recurring transfers are posted on the date you schedule them to occur.

2. Bill Payments

If you have Account View and Transfer With Bill Payment, you may make a single or recurring payment to any Payee that agrees to accept payments through the Services. However, if you are accessing Avidia Bank Personal Internet Banking via a mobile device, you will not be able to set up a new Payee for Bill Payment or modify an existing Payee.

3. Payments are generally processed in one of two ways: electronically or by bank check. Subject to the terms and conditions of this Agreement, you authorize us and any third party acting on our behalf to choose the most effective method to process your payment, including without limitation, electronic, paper or some other means.

It is your responsibility to schedule your payments sufficiently in advance of the due dates. You should schedule your payment dates by 10:30 p.m. Eastern Time (9:30 p.m. Central Time) at least three (3) business days or six (6) business days in advance of the date the payment is actually due, depending on whether your payment will be sent electronically or by check. Each time you make a payment, the Services will transmit to you an advisory as to the method your payment will be sent. Loan payments made to Avidia Bank through Online Banking are processed electronically and may be credited on the same or next business day.

The date the Payee credits the payment depends upon the Payee's payment processing procedures, and Avidia Bank will not be responsible for any delay in crediting the payment which is the result of the Payee's payment processing procedures or delays in delivery to the Payee caused by the U.S. Postal Service.

It is your responsibility to maintain your current e-mail address within Personal Internet Banking. If you do not provide a current e-mail address, you will not receive certain disclosures and advisories related to Bill Payment.

Limitations: For security reasons, bill payment transactions are limited to \$5,000 per transaction and \$5,000 daily. The Services will transmit an advisory to you if you attempt a transaction exceeding that limit.

Expedited Bill Payments: For an additional fee, you may pay your bills faster with Expedited Bill Payments, avoiding the need to schedule your payments days in advance, as described above. You may elect one of two methods: Expedited Electronic Payment or Expedited Payment by Overnight Check; however, not all payees accept payments by either or both methods. The Services will tell you if your payee will not accept payment by the method you choose. If you choose to pay your bill by Expedited Bill Payment, the following additional terms apply:

- --A fee will be charged for the service, as disclosed in the then current applicable Fee Schedule.
- --Because these payments are processed quickly, you cannot stop an Expedited Bill Payment you have already ordered to be processed.
- --Expedited Electronic Payments are limited by the cut-off time established by the payee for accepting same day payments. Payee cut-off times vary by payee; Overnight Check payments must be ordered before 7:45 p.m. Eastern Time for overnight delivery.
- --Overnight Check payments can only be sent to payees with a valid street address within the continental United States

4. Transfers Outside of Avidia Bank

If you have a consumer account and you have selected Account View and Transfer or Account View and Transfer With Bill Payment, you may originate the electronic transfer of funds into your account at Avidia Bank from an account in your name at a financial institution outside of Avidia Bank and you may originate the electronic transfer of funds from your account at Avidia Bank to an account in your name at a financial institution outside of Avidia Bank (both called "External Transfers").

When you originate External Transfers, you authorize Avidia Bank and our service provider, FIS, to initiate debit and credit entries, upon your instructions, to your Avidia Bank account and your account at the financial institution(s) outside of Avidia Bank that you designate, using the Automated Clearing House (ACH) or other payment transfer method. You agree and warrant to us that you will only originate External Transfers to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers, you are not violating any third party rights. Not all types of accounts may be eliqible for External Transfers, so you should check with the institution for any restrictions on transfers.

Before you originate an External Transfer, you may be asked to complete a test transaction. If the test transaction fails or is rejected, for security purposes we may decline your External Transfer request(s) and any or all other transactions, and we may close your account, with or without notice to you.

External Transfers may be originated on a single entry or recurring basis. One time transfers may be scheduled immediately or scheduled for a future date. A recurring transfer allows you to transfer a set amount at regular intervals. Your authorization for any recurring External Transfers will remain in full force and effect until you revoke it in such timely manner as to afford Avidia Bank a reasonable opportunity to act on your direction.

The external funds transfer feature will process requests for transfers on business days. Our business days are Monday through Friday. External transfers created after 7 PM EST are considered to occur on the next business day. Holidays and Bank Holidays are not included.

One time External Transfers cannot be scheduled to occur on a non-business day. Recurring External Transfers scheduled to occur on a non-business day will be processed on the next business day.

Limitations: For security reasons, the Bank has established limits on the amount of funds that can be transferred via External Transfers. External Transfers where funds are transferred either from or into your Avidia Bank account are limited to \$2,500 per transaction; \$2,500 in aggregate per day; and \$5,000 in aggregate per

calendar month. We reserve the right to change your External Transfer dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your Avidia Bank account.

When you initiate an External Transfer from your account at another Financial Institution (FI) to your Avidia Bank account, you are initiating an ACH debit transfer to your external account and a corresponding credit to your Avidia Bank account. These credits will be available for withdrawal on the second business day after receipt.

It may take up to three business days for an External Transfer you initiate to be received into your account.

A fee may be charged for External Transfers. Consult our current Fee Schedule for applicable fees.

Confirmation of Bill Payments

1. Using Personal Internet Banking

Each time you properly execute and send a payment, a "Payments Confirmation" screen will appear with the details of the payment you have scheduled. All payments, including future payments, will appear in "My Bills & Scheduled Payments", on the "Payment Outbox" list until they are transmitted. Once the payment has been sent, it will no longer appear on the Outbox Payments list. If you have cancelled a payment successfully, the Outbox Payments list will no longer show the payment. If the Service does not show the payment on the Outbox Payments list on the day you make the payment, you have not successfully initiated a payment, and we will not process your payment instructions. You may print a copy of the Payment Outbox list for your records.

Liability Limitations

We and our agents will use good faith efforts to make all your payments and transfers properly. However, under no circumstances will we be liable if we or our authorized third parties are unable to complete any payment or transfer initiated in the correct amount or in a timely manner via the Services because of the existence of any one or more of the following circumstances:

- 1. Your payment does not appear on the Outbox Payments List on the day you initiate it within Personal Internet Banking
- 2. If, through no fault of ours, your selected account at Avidia Bank or, in the case of an External Transfer, at a financial institution other than Avidia Bank, does not contain sufficient available funds to complete the payment or transfer or the payment or transfer would cause you to exceed the credit limit on your selected account's overdraft line, or your payment or transfer request causes you to exceed any funds transfer limitations set for your account. (If this occurs, we are under no obligation to notify you that the payment or transfer has not been completed.)
- 3. The funds in your selected account are subject to legal process or other encumbrance restricting such payment or transfer.
- 4. Your subscription to the Services has been suspended or terminated for any reason.
- 5. The Services, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you attempted to execute the transaction or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
- 6. Your computer, mobile device or related equipment malfunction or your Internet service provider or cellular service provider fails to provide a connection.
- 7. You have not provided us with the correct or complete information for those payees to which you wish to direct payment or for those accounts to or from which you wish to make a transfer.
- 8. The merchant or other payee mishandles or delays crediting of any payments sent by us on your behalf or the merchant or payee refuses or is unable to accept a payment

- 9. You fail to schedule a proper date for payment sufficiently in advance of the date a payment is due.
- 10. A payment sent by check, including an Overnight Check, is delayed by the U.S. Post Office or other carrier selected by us.
- 11. Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.
- 12. You represent a business or other entity and an unauthorized transaction or transactions are made using your Security Codes that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. This is true even if your Security Codes are lost, stolen or obtained or retained by a person not authorized by you to use the Services.

If you have followed the procedures described in this Agreement for payments or transfers but are assessed a penalty or late charge by a merchant because we have failed to process a transaction timely in accordance with the terms of this Agreement, we will reimburse you for your losses, to the extent required by applicable law. HOWEVER, OUR OBLIGATION TO REIMBURSE YOU FOR YOUR LOSSES IS SUBJECT TO THE LIABILITY LIMITATIONS DESCRIBED HEREIN. IN THE EVENT THAT YOU DO NOT ADHERE TO YOUR OBLIGATIONS IN THIS AGREEMENT, YOU WILL BEAR FULL RESPONSIBILITY FOR ALL PENALTIES, LATE FEES AND DAMAGES PROXIMATELY CAUSED BY YOUR ACTION OR INACTION, AND WE WILL NOT BE LIABLE FOR ANY SUCH CHARGES.

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE REQUIRED BY LAW, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR EQUIPMENT OR YOUR USE OF THE SERVICES, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

You acknowledge that your sole and exclusive remedy in the event of your dissatisfaction is to cease use of the Services.

Transaction Cancellation and Modification

Canceling Internal Transfers: Transfers between your Avidia Bank accounts, other than future dated transfers, are completed immediately and cannot be cancelled or modified. Future transfers may be cancelled or modified as long as they still appear on the "Pending Transfer List."

Canceling Bill Payments: Bill payments may be cancelled or modified via the Services up until 10:30 p.m. Eastern Time (9:30 p.m. Central Time) on the Transmit Date. However, Expedited Bill Payments are processed quickly and cannot be cancelled or modified once they are ordered.

A modification of a recurring payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.

Canceling External Transfers: Single entry transfers scheduled to be effected immediately can be cancelled before 7:00 p.m. Eastern Standard Time on the day of your origination. Future dated single entry transfers and recurring transfers can be cancelled prior to 7:00 p.m. Eastern Standard Time on the bank business day prior to the date the transfer is scheduled to be made.

Although less convenient and more costly to you, you may alternatively cancel a future scheduled transfer or bill payment (other than an Expedited Bill Payment) by calling us at (800) 508-2265 or by writing us at: Avidia Bank, 42 Main Street, Hudson, MA 01749 or by e-mail at: electronicservices@avidiabank.com. We must receive your request at least three (3) business days before the transaction is scheduled. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a future scheduled transaction, you will be charged a stop payment fee in accordance with our Fee Schedule.

Unauthorized Use

Your User I.D. and Password as well as your familiar Icon and answers to Challenging Questions are confidential. These identifiers (your "Security Codes") are for your personal use and should not be disclosed to any other person. We will not be liable if you voluntarily give your Security Codes to another person who makes transactions via the Services without your permission. Contact us immediately if you believe that someone has obtained your Security Codes or may have access to your accounts without your permission. Telephoning is the best way of minimizing your losses (800) 508-2265.

If you are a consumer, you can lose no more than \$50 if you fail to give us notice of a disclosed Security Code and someone uses it without your permission; please refer to the Electronic Funds Transfer Agreement for further information on unauthorized use.

If you represent a business or other entity (including a sole proprietorship), the business assumes all liability for unauthorized use of your User I.D. and Password. By using the Services, you acknowledge and agree that this Agreement and the Services screens set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any payment order, whether or not authorized, made using the Services and your Security Codes, unless you have given us prior notice according to the terms of this Agreement and we have had a reasonable opportunity to act on such notice.

e-Bill Presentment

e-Bill Presentment is an optional feature of the Services that allows you to receive bills electronically from billers who elect to participate ("Payees"). e-Bill Presentment cannot be activated or accessed via a mobile device. If you activate e-Bill Presentment, you also agree that:

- 1. Each Payee has the sole discretion to accept or decline a request for electronic billing. Once accepted, the date of presentment of your first electronic bill may vary from Payee to Payee.
- 2. By your activation of e-Bill Presentment, you authorize us to use the login information you have registered with any Payee, including your password, in order to retrieve bill information on your behalf.
- 3. We are not responsible if your bill is not available from a Payee for retrieval, a Payee does not provide us with a bill summary, or a Payee does not provide access for you to view your bill in a timely manner. It is your sole responsibility to contact your Payees directly if you do not receive your bills or there is a delay in your receipt of a bill. You hold us harmless for any adverse consequences should you not receive a bill or there is a delay in your receipt of a bill.
- 4. Some Payees will turn off paper billing when you activate e-Bill Presentment; others will not. If you receive a bill both electronically and in paper format and you pay both bills, we will not be liable for crediting your account the overpayment. You must contact the Payee directly to resolve the issue. Your ability to receive a paper copy of your electronic statement in addition to an electronic bill is at the sole discretion of each Payee.
- 5. Any Payee may discontinue electronic billing at any time. You may also cancel e-Bill Presentment from any Payee at any time; if you do, you are responsible for making arrangements with the Payee for an alternative form of bill delivery.
- 6. We are not responsible for the accuracy of your electronic bill(s). Any disputes regarding the accuracy of an electronic bill must be addressed with the Payee directly.
- 7. The Services will store 18 months of bill summary information. However, images of the bills may only be available as long as the Payee maintains them. If you will have need of bill summary information or images of bills beyond these times, you should save them to your computer or print them.

8. The e-Bill Presentment feature is subject to the Liability Limitations described above and all other provisions of this Agreement.

New Services

We may from time to time introduce new services or enhance the existing Services. By using these new services when they become available, you agree to be bound by the terms and conditions relating to these services, notice of which will be sent to you, if required by applicable law, prior to their release.

Charges

We may charge you a fee for the Services, as stated in our fee schedules. Fees applicable to consumers are disclosed in the Consumer Banking Fee Schedule; fees applicable to businesses and other entities are disclosed in the Business Banking Fee Schedule. We will deduct these charges from your Primary Account as designated by you on your Online Banking Application or your Primary Bill Payment Account. Fees may change from time to time. You agree to be liable for all fees associated with the Services.

If a payment has been made to one of your designated merchants for which funds were not available in your Funding Account, and we are unable to recover the amount of the payment by debit to the merchant or by charging your Funding Account (or your Primary Bill Payment Account) or another of your accounts, you agree to repay the funds owed immediately upon demand.

Electronic Communications

If you are an Online Banking customer, you agree that we may communicate with you by electronic means regarding the accounts you maintain with us and designate for use with the Services. This means that we may send you electronic messages regarding your account or the Services. These messages may include any disclosures or notices required by applicable federal or state law or regulation. For example, if you assert an electronic transaction error in your account, we may communicate the results of our investigation to you via the e-mail feature within the Services. You should check your e-mail messages within the Services regularly in order to insure that you have received any important information about your account or the Services. You will be deemed to have received any information, including any required disclosure or notice, as of the date we transmit such information to you. If your account is a joint account, we will consider our electronic communication to one owner as being given to all account owners. All communications in either electronic or paper format will be considered to be "in writing."

Electronic Statement Delivery ("Online Statements")

1. The Scope of Your Consent

If you consent to Online Statements, you also consent to delivery of the following categories of communications from us in electronic form:

Periodic and annual statements you are provided in connection with the deposit accounts for which we offer, and you select, electronic delivery, whether now or in the future;

Images of checks paid against your account(s) during the statement period, if applicable;

Consumer disclosures, as applicable, that are required and may be provided on a consumer's periodic statements, including, but not limited to, the Error Resolution Notice required by the federal Electronic Fund Transfer Act and Massachusetts General Laws Chapter 167B, certain deposit account terms as required under the federal Truth-in-Savings Act, and the Billing Rights Statement required by the federal Truth in Lending Act and Massachusetts General Laws Chapter 140D;

Notices and other communications we may send to you, including but not limited to notices regarding changes to the terms of your account, including applicable fees. Your continued use of the Services following such communication will constitute your acceptance of the revised terms. (Certain changes in terms notices that would normally be provided as an insert with your paper statement may continue to be provided in paper form via U.S. mail or may be provided by e-mail.)

If your account is joint with another person or persons, one joint owner's election to receive Online Statements shall apply to both or all of you.

You understand that once we process your Online Statement request, we will discontinue mailing printed account statements to your mailing address of record unless you tell us otherwise (as described below).

2. How We Will Provide Online Statements

You must provide a valid e-mail address for our notification purposes. Each statement period we will send you an e-mail notice advising you of the availability of your Online Statement. Once you receive our e-mail notice you may then access your current Online Statement at the Avidia Bank Online Banking system website. Your Online Statement may be accessed for a period of seven years after it is first made available to you.

If an e-mail we send to your e-mail address of record is returned as undeliverable we will attempt to contact you by telephone or U.S. mail, but we are not obligated to do so.

3. Your Right to Withdraw Consent to Online Statements

You may withdraw your consent to have your statements provided in electronic form at any time by selecting an alternative delivery method within the Services. Once we receive your request, all subsequent statements will be delivered in paper format. This means that images of the fronts of all checks paid during the statement cycle will be provided in place of the original cancelled checks.

You will not be charged a fee to withdraw your consent. However, if you withdraw your consent, any fees we may have been waiving on your account based on your agreement to receive electronic statement delivery will be charged subsequently. If your account is one that requires electronic delivery of statements, withdrawal of your consent to Online Statements may also result in the conversion of your account to another account type, if and as disclosed in your particular account disclosure provided to you at account opening.

4. Requesting a Paper Copy of a Statement

You may request a paper copy of any Online Statement, check image, disclosure or notice received electronically under this agreement by writing to us at the address for notices below within seven years after we provided the statement, image, disclosure or notice to you electronically. You may be charged a fee for a duplicate copy, as described in our then current Fee Schedule. However, you will not be charged a fee if you request a copy of the back of a check paid on your account.

5. Your Duty to Review Your Online Statements

Your Online Statement will be dated up to four days prior to the day of the e-mail notifying you of the availability of your Online Statement. You must promptly access and review your Online Statement and notify us within the applicable time period specified in your applicable Banking Services Agreement of any error, unauthorized transaction, or other discrepancy. The applicable time period within which you must notify us begins on the day we send you the e-mail notification, regardless of when you receive or open your Online Statement.

6. Online Statement Access

Access to Online Statements may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause the Services to become unavailable. We will make every reasonable effort to ensure the availability of access to your Online Statements through the Services. However, we are not liable for the unavailability of the Services or any damage that may result from your inability to access your Online Statement.

7. Updating Your Contact Information

It is your responsibility to provide us with an accurate and complete e-mail address, postal address, and telephone number. You must promptly notify us of any change in your contact information. You may change your contact information with us through the Services or by contacting us directly as described above.

8. Our Right to Terminate Online Statement Delivery

We reserve the right, in our sole discretion, to discontinue providing statements to you electronically and revert to paper statements at any time. We will provide you with notice of any such termination as required by law.

9. Verification of Ability and Consent to Receive Statements and Other Communications Electronically

Before we can provide you with periodic statements and other disclosures and notices in electronic format, you must demonstrate to us that you can access your statement or other communications in the same manner that it will be provided. Your consent to electronic delivery by your electronic "click" within Online Banking or on the Online Banking enrollment page demonstrates to us that you have the minimum hardware and software specifications described above and that you wish to receive electronic delivery of your account statements, disclosures and other communications from us.

Suspension by Us

In the event of repetitive failed payments or transfers, or we are made aware that your "Security Codes" have been compromised, we reserve the right to suspend your subscription to the Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions which were previously scheduled will be cancelled. In the event your subscription is suspended, we will notify you by mail at your last listed address or last listed e-mail address, and all inquiries or correspondence relating thereto, including requests for reinstatement, should be directed to electronicservices@avidiabank.com or by mail to Avidia Bank, 42 main St, Hudson, MA 01749.

Termination by Us

We reserve the right to terminate your use of the Services, in whole or in part, at any time without prior notice.

If you have not logged in to the Services or performed any banking transactions or paid bills via the Services in more than 90 days, or if your account is not in good standing, or we are made aware that your "Security Codes" have been compromised, we may terminate your subscription to the Services for security reasons, with or without notice to you.

If we suspend or terminate your use of the Services, any future account statements will be delivered in paper format

Canceling the Services

If you wish to cancel your subscription to the Services, you must provide Avidia Bank with ten (10) days' advance notice by phone or e-mail, or you may notify Avidia Bank in writing. You will be responsible for all payments or transfers you have requested prior to termination unless cancelled by you, and for all other charges and fees incurred. If you cancel your subscription to the Services, any future account statements, notices and disclosures will be delivered in paper format.

SINCE SUBSCRIPTION CANCELLATION REQUESTS TAKE UP TO 10 DAYS TO PROCESS, YOU SHOULD CANCEL ALL OUTSTANDING PAYMENTS OR TRANSFER ORDERS IN ADDITION TO NOTIFYING US OF YOUR DESIRE TO TERMINATE THE SERVICES. WE WILL NOT BE LIABLE FOR PAYMENTS OR TRANSFERS NOT CANCELLED OR PAYMENTS OR TRANSFERS MADE DUE TO THE LACK OF PROPER NOTIFICATION BY YOU OF SERVICES CANCELLATION.

Amendment

We may amend this Agreement, or the applicable fees and charges, at any time. We will send notice to you of any amendment at your last listed address with us or transmit notice of the alteration or amendment over the Services at least 21 days prior to the effective date of the change, if required by law. However, if the change is made for security purposes, we can implement it without giving you prior notice. Your use of the Services following transmittal of a notice of alteration or amendment constitutes your acceptance of such alterations or amendments.

Resolution of Disputes

In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained in this Agreement. The terms and conditions contained here, as they may be amended from time to time, shall supersede any and all other representations made by our employees

No Waiver

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless agreed by us in writing.

Governing Law

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts, without regard to any conflict of Laws provisions. In the event of any conflict between the provisions of this Agreement and applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation..