

TERMS AND CONDITIONS FOR USE OF THE MIDDLESEX SAVINGS BANK WEBSITE (“TERMS AND CONDITIONS”) REV.03.29.2017

The Middlesex Savings Bank (“MSB”) website (the “Website”) is designed for your use and to provide you with information about MSB’s products and services. Your use of the Website constitutes agreement with the following terms. If you do not agree with these Terms and Conditions, your sole remedy is to discontinue your use of the Website.

MSB reserves the right to modify these Terms and Conditions at any time, without notice. You are responsible for regularly reviewing these Terms and Conditions as they may change from time to time. Your use of the Website after any changes are made shall evidence your acceptance of the revised terms.

Copyrights and Trademarks. The contents of the Website are the property of MSB or its affiliates unless otherwise indicated, and protected by copyright and trademark laws. The contents of the Website may not be downloaded, modified, copied, distributed, transmitted, displayed, reproduced, published, licensed, transferred, or sold nor shall any derivative works be created therefrom.

Products and Services. Not all of the products or services described on the Website are available in all geographic areas. You may not be eligible for all the products or services described. We reserve the right to determine eligibility for any product or service.

Securities and insurance products are not bank deposits, are not insured by MSB, the FDIC or other entity and are subject to investment risks including possible loss of principal amount invested. Please refer directly to our website pages that discuss investments and insurance for additional information.

Use of Information and Material/Inaccuracies. The information on the Website is not intended to provide you with legal, tax or financial advice. You should contact your legal, tax or financial counsel for any such advice. You agree not to use the Website or any information contained on the Website for any purpose that is unlawful or prohibited by these Terms and Conditions, and not to access the Website or use materials or services available on the Website from territories where such access or use is illegal.

The information and materials on the Website may include technical inaccuracies or typographical errors. Although MSB routinely provides timely and accurate

information which is believed to be reliable, MSB does not warrant that the content of the Website is accurate, complete or timely.

Information the Website Collects. Information MSB learns from visitors helps it improve the visitor's experience and help it better market services. MSB receives and stores any information entered into the Website. MSB uses any information that you provide for its business purposes, including responding to your requests. MSB receives and stores certain information automatically when you visit the Website which may include the use of Cookies or collecting your IP Address.

Links and Pop-Up Windows. The Website contains links to other websites ("Linked Sites"). The Linked Sites are not under the control of MSB and MSB is not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. These links are provided to you only as a convenience, and the inclusion of any link does not imply endorsement by MSB of the Linked Site.

The Website contains links that are designed to open in new browser windows ("Pop-Up Windows"). You may have installed software on your device that may prevent it from opening Pop-Up Windows. You may need to disable your software blocker for these Pop-Up Windows to open.

Security and Communications. MSB has developed policies and procedures to protect your personal information and keep it confidential and secure. Please refer to the **Privacy Policy** and **Security Center** pages for further information.

Please be aware that any emails you send are not secure. Please do not email any confidential information such as passwords, account numbers, credit card information or social security numbers. That type of information should be provided to MSB by phone, fax or regular mail.

MSB will never ask you for any private information (such as account numbers, passwords, PINs, social security numbers, etc.) for any of our products through an unsolicited Internet email. If you receive any such request, then DO NOT respond to it. Please notify our Information Center immediately at 1-877-463-6287.

Warranty and Limit of Liability. The information and materials contained in the Website, including text, graphics, links, tools, calculators and other resources are provided "as is" and "as available", without warranty of any kind, either express or implied, including without limitation, the implied warranties of non-infringement, merchantability and fitness for a particular purpose.

You agree that in no event will MSB (its affiliates and any of its or their trustees, directors, officers or employees) be liable in any way, whether for lost profits, special,

incidental or consequential damages, or otherwise, arising out of or in connection with your use, reference or reliance on the Website, even if MSB has been advised of the possibility that such damage will occur. Further, you agree that MSB (its affiliates and any of its or their trustees, directors, officers or employees) will not be liable for any technical, hardware or software failure of any kind, any interruption in the availability of the Website, any delay in operation or transmission, any incomplete or garbled transmission, computer virus, or other similar loss.

Governing Law. Use of this site is governed by the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles. Any action to enforce these Terms and Conditions shall be brought in, and you agree to submit to the exclusive jurisdiction of, the state or federal courts located in the Commonwealth of Massachusetts.

General Terms. If any provision of these Terms and Conditions is deemed to be unlawful or unenforceable by a court of competent jurisdiction, that shall not affect the validity and enforceability of the remaining provisions. MSB's failure to enforce the provisions of these Terms and Conditions will not be a waiver of the right to enforce each and every provision of these Terms and Conditions. Any cause of action you may have with respect to the website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.