

HINGHAM INSTITUTION FOR SAVINGS ONLINE BANKING SERVICES AGREEMENT FOR CONSUMERS

This Agreement describes your rights and obligations as a user of Hingham Institution for Savings Online Banking Service ("Services") and all other services made available online by Hingham Institution for Savings. It also describes the rights and obligations of Hingham Institution for Savings. Please read this Agreement carefully. As an authorized account holder and by requesting and using these Services, you agree to comply with the terms and conditions of this Agreement. If you do not agree to these terms, do not complete the registration for the Services or use the Services.

SECTION 1. CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By "Accepting" this agreement, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Hingham Institution for Savings for the provisions of certain Online Banking Services, may be in electronic format, and (3) agree that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

You will check your email regularly for Notices from Hingham Institution for Savings.

You will provide accurate, correct and truthful registration information and contact information (including your email address) and that you will keep this contact information up to date with Hingham Institution for Savings.

We may provide you with this Agreement and any revisions and amendments to the Agreement thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable bank or financial services laws or regulations in connection with the Service, electronically as part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Services, we only provide these documents electronically.

You have the right at any time to withdraw, without service charges, your consent to receive information electronically. However, because this Agreement and information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

If you wish to withdraw your consent to receive information electronically, to terminate the Service, or to update your information such as change of address, or e-mail address you may send it to us in writing at:

Hingham Institution for Savings
ATTN: Online Banking Department
55 Main Street
Hingham, MA 02043

You are able to access information that is provided in the same manner as the information and the Service via the Internet.

SECTION 2. DEFINITIONS - The following definitions apply in this Agreement.

"Account" means a checking, savings, certificate of deposit, or money market deposit account that you have with the Bank. Account also includes any loans you may have with us such as consumer loans, residential mortgage loans and personal lines of credit.

"Account Access" means your ability to access account and transaction information for Online Accounts and transfer funds between eligible Online Accounts.

"Account Agreement" means the agreements between you and us that govern the use of your Accounts, including the deposit account agreement, any funds availability agreement, electronic fund transfer agreement or disclosure, line of credit agreements and schedule of fees and charges that were provided to you at account opening or subsequently sent to you.

"Authorized User" refers to a person who is a common owner/authorized signer of all Online Accounts.

"Banking Day" shall refer to any day on which the Bank is open to the public during any part of such day for carrying on substantially all of its banking functions. However, for the purposes of this Agreement, Saturday is not a Banking Day.

"Bill Payment Account" means the Online Account you have authorized us to debit for payments made to Payee(s) in connection with the Bill Payment Service.

"Bill Payment Service" means our service that allows you to pay funds to designated Payees based upon your Online instructions to us.

"Bill Presentment Service" means our service that allows you to pay, view and manage bills from designated Payees based upon your Online instructions to us.

"E-Bills" means those bills that you can access through the Bill Presentment portion of the Online Banking Service

"eStatement" refers to our electronic delivery of your statement.

"Mobile Banking" refers to services provided, allowing you to use an approved mobile device.

"Mobile Capture" refers to our service allowing you to deposit checks using an approved mobile device.

"Online Banking Services" means collectively Account Access Services and Bill Payment Services and Mobile banking.

"Online Accounts" means those Accounts that you can access through Online Banking Services.

"Password" means the confidential identification sequence selected by you for identification purposes in connection with the use of Online Banking Services.

"Time of day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable.

"Transfer" means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.

"Access ID" means the unique ID you enter during the enrollment process that will be used in conjunction with your password to gain access to your online account

"You" and "Your" refer to the Customer who requests the Online Services as well as any person authorized by

the Customer.

"We," "us", "our" or "Bank" refers to Hingham Institution for Savings which offers the Online Banking Services and which holds the accounts accessed by the Online Banking Services.

SECTION 3. ACCESS TO ONLINE BANKING SERVICES

In order to activate your Online Banking Services, you must enroll by accessing the Internet, typing "www.hinghamavings.com," clicking on Enroll Now, and completing the registration processes. At the time of your enrollment for Online Banking Services, you will be prompted for several key pieces of information that allow the Online Banking System to authenticate you. You will also be required to define an Access ID and Password. **You should commit your Access ID and Password to memory. Any person having access to your Access ID and Password will be able to access the Online Banking Services and perform all transactions, including reviewing Online Account information and making payments to other persons, for all accounts that are linked for Online Account Access.** Your enrollment form will not be processed until it is received electronically. We reserve the right to refuse access to any individual or entity or access to any specific account as we deem necessary.

Your enrollment will be processed as soon as all of the authenticating information has been verified to the information in our records. You will gain access to your Online Banking Services through the use of your Internet-enabled device, your Internet Service Provider, your Password and your Access ID.

You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

Equipment and Software Requirements

To use Online Banking Services, you need a computer with Internet access (such as Microsoft Internet Explorer, Safari, or an equivalent). You are responsible for the set-up and maintenance of your home computer, Internet connection and web browser. We are not responsible for any errors or failures from any malfunction of your computer or any virus or other problems related to the use of the Online Banking Services. In order to access the Services, you will be required to use a web browser, which uses encryption technology. Special restrictions may apply for AOL users.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Microsoft Explorer, Safari or otherwise), your Internet Service Provider, your software or any equipment you may use (including your telecommunications facilities, computer hardware, mobile device and Internet connection) to access Online Services or communicate with the Bank.

SECTION 4. USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is of paramount importance to Hingham Institution for Savings. We go through great lengths to protect confidentiality and the security of your account and urge you to do the same. You agree to keep your Access ID, Password and account data confidential. You agree that we are entitled to act on transaction instructions received using your Access ID and Password and you agree that the use of your Access ID and Password will have the same effect as your signature authorizing the transaction. You agree to assume liability for all transactions initiated through the Online Banking Service with your Access ID and Password up to the limits allowed by applicable law. While Hingham Institution for Savings continues to provide our customers with the level of security we believe necessary and appropriate, customers who share their Access ID and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No representative from Hingham Institution for Savings will ever call or e-mail and ask for your Access ID and Password; however if you contact us, you may be asked for your Access ID and other personal information to verify your identity.

SECTION 5. IF YOUR PASSWORD HAS BEEN LOST, STOLEN, OR FORGOTTEN

If your Access ID and/or Password has been lost or stolen, or if you believe there have been unauthorized

transactions on your account, call us immediately at 1-781-749-2200, 8:30 A.M. - 5:00 P.M. (EST) Monday - through Friday or Saturday from 8:30-1:00, excluding Federal holidays. Telephoning us is the best way of minimizing your losses. You may also restore the security by immediately changing your Password for the Online Banking Service through your online account.

If you believe your Access ID and /or Password has been lost or stolen, or if you believe there have been unauthorized transactions on your personal account, and you tell us within two (2) Banking Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password without your permission. If you do NOT notify us within two Banking Days after you learn of the theft or loss of your Access ID and/or Password and we can prove that we could have stopped someone from using your Password to conduct unauthorized transactions without your permission if you had told us, you could lose as much as \$500.00.

If you believe your Access ID and/or Password has been lost or stolen, or if you believe there have been unauthorized transactions on business or other non-personal accounts you access through the Online Banking Service, you may be held responsible for all transactions posted against these accounts. If you forget your Password, you may request to have your password sent to you by using the Forgotten Password feature. If you are unable to reset the password yourself, or if you prefer, you may contact the Bank by phone to have your password reset. Upon verification, the Bank will provide you with the necessary information to re-activate your online account.

SECTION 6. BANKING TRANSACTIONS WITH ONLINE ACCOUNT ACCESS

In addition to viewing account information, you may use Online Account Access to transfer funds among your deposit accounts as well as initiate loan payments to loan accounts. NOTE: Because regulations require us to limit pre-authorized transfers (including Online Banking transfers) on certain accounts, the following limitations apply:

1. STATEMENT SAVINGS ACCOUNT. You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or by telephone or Online Account Access.
2. MONEY MARKET SAVINGS ACCOUNT. You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or by telephone or Online Account Access check, draft.

Transfers to or from passbook accounts and certificates of deposit are not allowed.

New services may be introduced for Online Account Access from time-to-time. We will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules, which will be made available to you concerning these services.

You may transfer funds through the Online Banking Services in any amount. We deduct the amount of your funds transfer from your Account on the Banking Day you instruct us to process it. Transfers made during non-banking hours may not be processed until the next business day. You will be notified that the transfer will be made on the next Business Day on the Transfer Confirmation screen. We may refuse to act on your funds transfer request if sufficient funds, including funds available under any overdraft plan, are not available in your account on the Business Day we process your funds transfer request.

SECTION 7. STOP PAYMENTS PLACED THROUGH ONLINE BANKING SERVICE

You may only place a stop payment on a check you have written from an account accessed through the Online Banking Service. If you need to place a stop payment on an electronic ACH debit, you will need to contact the Bank during normal business hours. Prior to placing your stop payment, please check your account history to verify that the check has not already cleared your account. Hingham Institution for Savings will not be responsible for stopping this check if the Stop Payment information is not accurate. The Stop Payment will be in effect immediately upon confirmation if placed during normal business hours. If the Stop Payment is placed after

normal business hours, the Stop Payment will be in effect at the start of business on the following Business Day. Your online request to place a stop payment will be your electronic signature authorization to complete the Stop Payment Order. The stop payment order shall be in effect for 6 months from the date of the order unless renewed or cancelled by you in writing. If not renewed at that time, the stop payment order will automatically be cancelled. Please refer to our current fee schedule for fee amount for the Stop Payment Request.

SECTION 8. BILL PAYMENT AND PRESENTMENT SERVICE

The Bill Payment and Presentment Service permits you to use your Internet or mobile-enabled device to direct payments from your designated Bill Payment Account to third parties you wish to pay as well as view and manage your bills from designated payees. Your designated Bill Pay Account must be a Checking or Money Market account. Money Market Accounts by regulation have transaction limitations; you can make no more than six(6) transfers per statement period by pre-authorized or automatic transfer or by telephone or Online Account Access draft or Bill Pay transaction. Through the Bill Payment and presentment Service, you can pay bills from your designated Bill Pay Account(s) to businesses or individuals.

You may enroll for Bill Payment and Presentment Services through the Online Banking Service after you have activated your online account. Access to the Bill Payment and Presentment Service will be granted after successfully completing the Bill Payment Registration Process.

All payments you make will be deducted from the account that you designate as the appropriate account for each payment. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the Continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time-to-time.

You may cancel this service at any time by calling us at 781.749.2200. When BillPay is terminated all pre-scheduled bill payments made through this service will be cancelled.

SECTION 9. ELECTRONIC MAIL

We will not immediately receive electronic mail (e-mail) that you send to us. You should not rely on e-mail if you need to communicate with us immediately, i.e.; if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

If you send us an electronic mail message, we will be deemed to have received it on the next Banking Day. E-mails will be answered within a reasonable time frame.

You agree that we may respond to you by e-mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such e-mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame.

SECTION 10. OTHER AGREEMENTS

In addition to this Agreement, you and we agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking or Online Bill Payment Services is your acknowledgment that you have received these agreements and intend to be bound by them.

You shall review other disclosures received by you when you open your accounts with us including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. All terms and conditions of the disclosures provided to you at account opening or that may subsequently be sent to you, including but not limited to Truth in Savings, Regulation E Disclosures, Depositor's Agreement and Terms and Conditions, apply to this Service.

SECTION 11. HOURS OF OPERATION

Online Banking Services are generally accessible 24 hours a day, seven days a week, except that Services may be inaccessible for a reasonable period for system maintenance or system upgrades. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.

We may modify, suspend or terminate access to the Online Banking Services at any time and for any reason without notice or refund of fees you have paid.

Our Business hours are Monday through Friday, excluding Federal holidays, from 8:30 AM (EST) to 5:00 PM (EST). All transactions which are requested after our business hours, on Saturdays, Sundays or holidays on which we choose to remain closed, may not be processed until the next business day.

SECTION 12. MODIFICATIONS TO THIS AGREEMENT

We may modify the terms and conditions applicable to our Services from time-to-time upon mailing or delivering a notice of the modifications to you at the mailing address or e-mail address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by applicable law.

We reserve the right to terminate this Agreement and our use of the Services in whole or in part at any time without prior notice.

SECTION 13. ALERTS/MESSAGES

Online Banking alerts allow you to set-up automated alert events based on your own criteria. Alerts may be sent via e-mail or in an online message box within the Online Banking Service, or both. E-mail alerts will be sent to the e-mail address you provide in creating the alert. You acknowledge:

- a. We may add or remove types of alerts from time to time.
- b. If you change your e-mail address you are responsible for changing this in the alerts you have already set up.
- c. You agree that alerts may be delayed or prevented for a variety of reasons.
- d. We do not guarantee the delivery or validity of the contents of any alert.
- e. You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.
- f. You agree that we shall not be liable to actions taken or not taken by you or anyone else in reliance of an alert.
- g. We will never include your password or full account number in an email alert, however, you understand that alerts may include your name and some information about your accounts.
- h. Unfulfilled events (events that do not happen) will only remain on the system for 999 days. You will not be notified when they are moved.
- i. Distributed events (events that have happened and have been viewed) will remain on the system for 30 days.

SECTION 14. ERRORS AND QUESTIONS

In case of errors or questions regarding an Online Banking or Bill Payment transaction, notify us immediately by calling us, 8:30 AM to 5:00 PM (EST) Monday - Friday or Saturday 8:30-1:00, excluding Federal holidays at 1-781-749-2200 or write us at:

Hingham Institution for Savings
ATTN: Online Banking Department
55 Main Street
Hingham, MA 02043

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

Furthermore, we must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number.
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
3. The dollar amount of the suspected error and date on which it occurred.

If your report is made orally, we may require that you send the complaint or question in writing within ten (10) Business Days. We will notify you with the results of the investigation within ten (10) Calendar Days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) Calendar Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Calendar Days, we may not credit your account until the investigation is completed.

If an alleged error involves an electronic funds transfer during the first thirty (30) Calendar Days after the first deposit to the account was made, the applicable time periods for action by us are twenty (20) Calendar Days (instead of 10) and ninety (90) Calendar days (instead of 45). We will tell you the results within three (3) Business Days after completing the investigation and we will send you a written explanation if we determine that there was no error. You may request copies of the documents that were used in the investigation. You agree that we may respond to you by e-mail with regard to any claim of unauthorized electronic funds transfer related to the Service. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame.

SECTION 15. STATEMENTS/eSTATEMENTS

If not enrolled in eStatements you will continue to receive your regular monthly or quarterly account statement, depending on the type of account.

By enrolling in eStatements, you agree to receive your monthly or quarterly statements, depending on the type of account, electronically. You may enroll in eStatements online by accepting the terms and conditions and entering the appropriate authentication code. You may cancel this service at any time by calling us, 8:30AM to 5:00 PM (EST) Monday-Friday or Saturday 8:30 to 1:00 PM, excluding Federal holidays at 781.749.2200 or write us at:

Hingham Institution for Savings
ATTN: Online Banking Department
55 Main Street
Hingham MA 02043

It may take up to a full statement cycle to complete your request to un-enroll.

SECTION 16. MOBILE BANKING

Our Mobile Banking service allows you to access account history information, transfer funds, make check deposits, and use limited bill payment features from an approved mobile device. You may access Hingham Institution for Savings Mobile Banking service by installing the application that is compatible with your supported mobile device and accepting the terms and conditions. You may cancel this service at any time by calling us, 8:30 AM to 5:00PM (EST) Monday-Friday or Saturday 8:30 to 1:00 PM, excluding Federal holidays at 781.749.2200 or write us at:

Hingham Institution for Savings
ATTN: Online Banking Department
55 Main Street
Hingham MA 02043

SECTION 17. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER

Except as provided for in Section 6, if we do not properly complete an electronic funds transfer to or from your account on time, cancel an electronic funds transfer on time, or in the correct amount according to our agreement with you, we will be liable for the amount of any losses incurred by you and resulting directly from such failure. We will not be liable in the following instances:

1. If through no fault of our own, you do not have enough money in your account to make the transfer; this includes transfers for which you may have sufficient funds at the time the transfer was requested, however the transfer request was made during non-banking hours and, for which there is no longer sufficient funds on the next business day when the transfer is completed.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken;
3. If there is a hold on your account or if access to your account is blocked, in accordance with banking policy;
4. If your funds are subject to legal process or other encumbrance restricting the transfer;
5. If your transfer authorization terminates by operation of law;
6. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately;
7. If you have not properly followed the scheduling instructions on how to make a transfer included in this Agreement;
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer;
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer and we will not be liable for any incidental or consequential damages.

If any of the above circumstances occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

SECTION 18. LIMITATION OF LIABILITY

Disclaimer of Liability

You are responsible for the obtaining, maintaining, and operating all hardware or software for the computer or internet enabled device required to access the Internet. Neither the Bank nor any of the Bank's service providers are liable for damages (whether direct, indirect, special, consequential or otherwise), including economic, property, personal or other loss or injury, whether caused by hardware or software or system-wide failure, arising or resulting from the installation, use or maintenance of the equipment, software or other items necessary to operate Online Banking Services. By consenting to use the Services, you agree to waive any and all rights to any foresaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Any information you receive from us is believed to be reliable. However, it can only be provided on a best-effort basis for your convenience and is not guaranteed. We are not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment of other decisions made

using this information.

Disclaimer of Warranties

a. Warranties of Fitness and Merchantability

Neither the bank, any software supplier nor any information providers make any warranty, express or implied, to you concerning the software equipment, browser or other services including, but not limited to, any warranty of merchantability of fitness for particular purpose unless disclaiming such warranty is prohibited law.

(2) Computer-related Warranties

Neither the Bank nor any software supplier nor information provider is liable for any fees incurred for Internet access, or for any computer virus or related problems which may be attributable to the services provided by any Internet access service provider in connection with the Online Banking Services.

SECTION 19. DISCLOSURE OF INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government or court orders or other reporting requirements;
4. If you give us your written permission;
5. To our affiliated companies.

Information concerning your account history with us will be shared within our organization. Other information, including information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared among affiliated companies within our organization. The Bank does not share customer information with outside parties except as required in the normal course of business.

For further information, you should refer to the Bank's Privacy Policy. A copy of our Privacy Policy is available upon request at any of our branches, or can be mailed to you upon request by calling Hingham Institution for Savings at 781-749-2200. You can also access our Privacy Policy online going to our website at www.hinghamavings.com.

SECTION 20. INACTIVITY AND TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the Account Agreements governing the deposit accounts which you access using electronic Online Banking Services. We can terminate your electronic banking privileges (including the Bill Payment, Presentment, eStatement and Mobile Banking services) under this Agreement without notice to you if you do not pay any fee required by this Agreement when due, or if you do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

Your account will be considered inactive if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive one-hundred-eighty (180) day period.

SECTION 21. FEE SCHEDULE

We offer the benefits and convenience of the Online Banking Service to you free. The accounts accessed through Online Account Access will continue to be subject to normal fees identified in the Account Agreements

available for each account.

SECTION 22. GOVERNING LAW, LITIGATION AND ARBITRATION

This Agreement has been delivered to us and accepted by us in the Commonwealth of Massachusetts. Subject to the provision of the next paragraph, any action or suit brought in connection with this Agreement or the transactions contemplated herein may be brought in a court of record in Plymouth or Norfolk County, Massachusetts, the parties hereto irrevocably submitting and consenting to the non-exclusive jurisdiction of each thereof, and each party irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. IN THE EVENT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AND AGREE THAT YOU OR WE MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE FOREGOING WAIVER.

Notwithstanding the foregoing, you and we agree that all disputes, claims and controversies between you and us, whether individual, joint or class in nature and arising from this Agreement or otherwise, including without limitation, disputes sounding in contract or tort, shall be resolved in arbitration proceedings in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association governing commercial arbitration. Such arbitration shall be commenced upon the written request of either party forwarded to the other in accordance with the notice provisions applicable to this Agreement and shall be conducted before a panel of three (3) arbitrators, one chosen by you, one chosen by us and one appointed by said Association. No act shall constitute a waiver of this arbitration agreement, including, without limitation, obtaining injunctive relief or a temporary restraining order; obtaining a writ of attachment or imposition of receiver, or exercising any rights related to property, including taking or disposing of such property with or without judicial process pursuant to the Uniform Commercial Code. Any disputes, claims or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, shall also be arbitrated, provided however that no arbitrator shall have the right or the power, including the enforceability of this arbitration provision and any claim to rescind, reform or modify this Agreement, to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction under the above paragraph of this section. Nothing in this Agreement shall preclude us from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding and the commencement of an arbitration proceeding shall be deemed to be the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.