

INITIAL DISCLOSURE of TERMS and CONDITIONS of ELECTRONIC FUNDS TRANSFER SERVICES and CARDHOLDER AGREEMENT

The following disclosure of terms and conditions relating to your electronic funds transfer service with this institution is provided to you in accordance with the requirements of Federal and State Law. You should read this notice carefully to understand all of the terms and conditions which, govern your electronic funds transfer service.

Consumer's Liability. Tell us AT ONCE if you believe your card, personal code, or both have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission. Telephoning is the best way of keeping your possible losses down.

The following is a summary with respect to your potential liability in the event that someone uses your card, code, or both, without your authorization. You can be liable for up to **\$50.00** of unauthorized transfers conducted using your card, but only if the unauthorized use was an ATM or PIN based transfer that did not utilize any part of the **VISA®** network to conduct the transfer. You will have no liability for unauthorized use, which, occurs after you notify us of the loss or theft of your card, or its possible unauthorized use by someone else. This limitation of liability does not extend to cards issued for commercial use.

Contact in Event of Unauthorized Transfer. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic funds transfer has been made using information from your check, without your permission, **call us at our telephone number shown on the front of this disclosure during our business hours or write to us at the address on the front of this disclosure.**

Business Days. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

Transfer Types and Limitations.

1. Account Access. You may:

- (a) Have direct deposits made to your account from the same person or entity;
- (b) Have preauthorized payments made from your statement account(s);
- (c) Withdraw cash from your statement account(s);
- (d) Make deposits to your statement account(s) at ATMs that we own or operate. ATMs that we own will be identified as such;
- (e) Transfer funds from your statement account(s) to another account in this institution;
- (f) Pay for purchases at places that have agreed to accept this card utilizing its point-of-sale transfer feature;
- (g) Pay for purchases at places that have agreed to accept this card using its debit card feature;
- (h) Authorize the transfer of funds by telephone between your statement account(s);

- (i) Get information about the available balances in your checking and statement savings account(s)
- (j) Authorize third parties to electronically debit your account(s) at point of purchase locations or otherwise utilizing information about your account(s) which you provide to such third parties and which transfer we elect to honor;
- (k) Pay for fees for electronic representation of a dishonored check where you have agreed that such fees may be debited to your account(s) electronically.

Some of these services may not be available at all terminals, or available in conjunction with all accounts. You may have chosen to limit access by electronic means to one or more of your accounts.

2. Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) Pay for purchases, or (ii) Pay bills. This is called an electronic check conversion and is a process in which your check is used as a source of information, for the check number, your account number, and the number that identifies your financial institution. The information is then used to make a one-time electronic payment from your account, an electronic fund transfer. The check itself is not the method of payment. It is important to remember that with this type of transaction, the transfer of funds may be immediate.

3. Limitations on Frequency of Transfers. You may have chosen to limit access by electronic means to one or more of your accounts.

- (a) You may make up to \$250 in cash withdrawals from our terminals each day;
- (b) You can use our point-of-sale transfer service up to \$250 each day;
- (c) Your debit card feature is limited to \$250 each day;
- (d) For security purposes, there are limits on the number of transfers you can make using our terminals. There may be other limits that apply to your card if you use your card outside of the United States of America.

4. Limitations on Dollar Amounts of Transfers.

- (a) You may withdraw up to **\$250.00** from our terminals each day.
- (b) You may buy up to **\$250.00** worth of goods or services each day using the point-of-sale transfer feature of your card.
- (c) You may buy up to **\$250.00** worth of goods or services each day using the debit card feature of your card.
- (d) The limitations shown above in paragraphs (a) and (b) are further limited to **\$1500.00** per day per card in the aggregate.
- (e) At any time you may limit the amount to be withdrawn to **\$50.00** per day upon written notice to this institution.
- (f) For security reasons, there are other limits on the transfers you can make using our terminals, authorized telephone transfer service, or other electronic transfer system. There may be other limits that apply to your card if you use your card outside of the United States of America.

5. Limitations on Preauthorized Transfers. If your account is a statement savings deposit account or a money market statement account, you may not make more than 6 transfers per month to another account with us or to a third party by means of preauthorized or automatic transfer, order or instruction, or on-line banking transfer and no more than 3 of the 6 such transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties.

6. Fees. Refer to our regularly published schedule of fees and charges for the applicable fees which you may be charged.

- (a) **Per Transfer Charge.** We may charge you for each transfer you make using our electronic fund transfer services as per our most recently published schedule of service charges.
- (b) **Account Maintenance.** We may charge you a fee each month to maintain your account(s) with us, if you fail to maintain the required monthly balance amount as per our most recently published schedule of service charges.
- (c) **Interest.** We pay interest on accounts accessed by these services as per our regularly published schedule of interest rates.
- (d) **Fees Imposed by Others.** When you use an ATM not owned or operated by us, you may be charged a fee by the ATM operator or any network used to complete the transfer and you may be charged a fee for a balance inquiry.

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

- (a) Where it is necessary for completing transfers, or
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (c) In order to comply with a government agency or court orders, or
- (d) Where it is necessary for legal, collection, accounting or auditing purposes, or
- (e) If you give us your written permission (authorization shall automatically expire after 45 days).

8. Documentation.

- (a) **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can call us during our business hours at the telephone number shown to find out whether or not the deposit has been made.
- (b) **Periodic Statements.** You will get a monthly account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.
- (c) **Passbook Account where the only Possible Electronic Fund Transfers are Preauthorized Credits.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- (d) **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using an electronic terminal such as an automated teller machine, cash-dispensing machine or point of sale terminal.¹
- (e) **Documentation as Evidence.** Any documentation provided to you which indicates that an electronic fund transfer was made shall

be admissible as evidence of such transfer and shall constitute prima-facie proof that such transfer was made.

9. Preauthorized Payments.

(a) **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at the telephone number listed on the front of this disclosure or write to us at the address shown on the front of this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

(b) **Notice of Varying Amount.** If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

(c) **Liability for Failure to Stop Payment of Preauthorized Transfer.**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

10. Financial Institution's Liability. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (b) If the transfer would go over the credit limit on your overdraft line.
- (c) If the terminal or system was not properly working and you knew about the breakdown when you started the transfer.
- (d) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (e) If the automated teller machine where you are making the transfer does not have enough cash.
- (f) If the funds are subject to legal process or other encumbrance restricting such transfer.
- (g) There may be other exceptions stated in our agreement with you.

¹ A financial institution is not subject to the requirement to make available a receipt if the amount of the transfer is \$15 or less. Some state exceptions apply.

Information Concerning Accounts Governed by Massachusetts General Laws

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

Protected Consumer Use

Chapter 167 B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to consider their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

1. Prohibition of Compulsory Use. No person may:

- (a) condition the extension of credit to a consumer on such consumer's repayment by means of preauthorized electronic fund transfers;
- (b) require a consumer to accept an electronic fund transfer service or to establish an account for receipt of electronic fund transfers with a financial institution as a condition of employment or receipt of a government benefit; provided, however, that where a consumer's account is to be credited by a preauthorized electronic fund transfer, the consumer shall have the choice of selecting the financial institution to which the transfer shall be made if such institution is technically capable of receiving such a transfer; or
- (c) condition the sale of goods or services to a consumer on such consumer's payment by means of an electronic fund transfer. If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfers.

2. Waiver of Rights. No writing or other agreement between a consumer and any other person may contain any provision which constitutes a waiver of any right conferred or cause of action created by this chapter. Nothing in this section prohibits, however, any writing or other agreement which grants to a consumer a more extensive right or remedy or greater protection than contained in this chapter or a waiver given in settlement of a dispute or action.

3. Refunds. If it is the policy of a person to give cash refunds for payments made by cash, such person shall also give credit or cash refunds for payments made by electronic fund transfers, unless it is clearly and conspicuously disclosed at the time the transaction is consummated that such person does not give credit or cash refunds for payments made by electronic fund transfers.

4. Suspension of Obligations. If a system malfunction prevents the effectuation of an electronic fund transfer initiated by a consumer to another person, and such other person has agreed to accept payment by such means, the consumer's obligation to the other person shall be suspended until the malfunction is corrected

and the electronic fund transfer may be completed, unless such other person has subsequently, by written request, demanded payment by means other than an electronic fund transfer.

5. Prohibited Means of Identification. You social security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.

6. Criminal Liability. Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

Termination of this Agreement. You may terminate your right to use your card or code by calling us at our telephone number during our business hours or writing to us at the address shown on the front of this disclosure. If you call, we may require you to put your request in writing and get it to us within ten (10) days after you call.

In Case of Errors or Questions About Your Electronic Transfers.

Telephone us at our telephone number shown on the front of this disclosure during our business hours or write to us at the address shown on the front of this disclosure as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within **10** business days.

We will determine whether an error occurred within **10** business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to **45** days to investigate your complaint or question. If we decide to do this, we will recredit your account within **10** business days (**5** business days if transaction utilized the **VISA®** network) 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 **10** business days, we may not recredit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to **90** days to investigate your complaint or question. For new accounts, we may take up to **20** business days to credit your account for the amount you think is in error. We will tell you the results within **3** business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.