



**Consumer ONLINE BANKING DISCLOSURE STATEMENT**

East Boston Savings Bank (“we”, “our”, “us”) requires that all persons accessing our Consumer Online Banking Services adhere to the following terms and conditions. By subscribing to or accessing any of our Online Banking Services you indicate your acknowledgement and acceptance of these terms and conditions, which from time to time are subject to change.

You must have an East Boston Savings Bank account to use our Consumer Online Banking Services. The terms and conditions for your account including any account disclosures, schedule of fees, and any change of terms notices are considered part of this disclosure.

By subscribing to our Consumer Online Banking Services you authorize us to use a third party to provide these services to you on behalf of East Boston Savings Bank.

**Hours of Operation**

You may contact the bank during normal banking hours with any questions at 800-657-3272; Monday – Wednesday 8:00AM – 5:00PM EST; Thursday – Friday 8:00AM – 6:00PM EST; and Saturday 9:00AM – 1:00PM EST.

**System Requirements**

In order to access Consumer Online Banking and electronic statements your computer or electronic device must meet one of the following browser and operating system requirements:

Operating System	Microsoft Internet Explorer	Apple Safari®	Mozilla Firefox	Google Chrome™
Windows 7	11	-	62.0	69.0
Windows 8.1	11	-	62.0	69.0
Windows 10	Edge, 11	-	62.0	69.0
Mac OS X 10.11 (EI Captain™)	-	11.0	62.0	69.0
Mac OS X 10.13 (High Sierra™)	-	11.0	62.0	69.0
iPad®	-	9.2	-	-
iPad® mini	-	7.1	-	-

**Note:** Cookies and JavaScript must be enabled.

If the hardware or software requirements change and the change would create a material risk that would not enable you to access or retain your electronic records the bank will notify you of the revised hardware and software requirements for access to and retention of electronic records.

In order to retain a printed copy of your online statements or a copy of this agreement you will need a printer attached to your electronic device as well as Adobe Reader. You may obtain a free copy at [www.adobe.com](http://www.adobe.com).

The customer is solely responsible for the maintenance, acquisition, installation, and operation of its computers and the hardware or software used to access Online Banking. These devices include but are not limited to telephones, modems, computers, smart devices, and so forth. You agree to use devices and software that are compatible with the Banks program and understand the requirements may change from time to time with or without notice. The bank is not responsible for any incompatible equipment or software.

You agree to keep your system(s) up to date and free of any virus, malware, or other harmful components. The Bank **STRONGLY** recommends you routinely scan all your devices using the most up to date virus protection programs and malicious software detecting products.

**Online Banking Features**

East Boston Savings Bank offers its Consumer Online Banking Service to enable you to (1) transfer funds between

your accounts, and make loan payments from these accounts, (2) obtain account balances and transaction activity for your accounts, (3) view images of your account statements and cancelled checks, (4) send email messages to and receive email messages from us (5) for bill payment purposes, (6) People Pay – P2P payments. The available funds information displayed does not include any overdraft protection you may have. Optional External Transfer features are also available to OAC (Online Account Creation) accounts or upon request and approval by the Bank. The Consumer Online Banking Service features are subject to the terms listed below.

For the purpose of Online Banking transactions, business days are Monday through Friday. Saturdays, Sundays, and Federal holidays are considered to be non-business days.

The Transaction Cutoff Times are as follows:

- For transfers between your accounts here at East Boston Savings Bank, the Transaction Cutoff Time is 9:00 p.m. EST on any business day.
- For scheduling Bill Payment transactions, the Transaction Cutoff Time is 9:00 p.m. EST on any business day.
- For transfers between your accounts here at East Boston Savings Bank and another financial institution (External Transfer), the Transaction Cutoff Time is 7:00 p.m. EST on any business day. \*

\* Please note that when an external transfer is requested after the transaction cutoff time (of 7pm EST) funds will be withdrawn from your account the next day, and not transferred until the next business day.

#### **Example 1**

If you request an external transfer on Friday after 7pm EST, the funds will be withdrawn from your account on Saturday, and transferred externally on Monday (or the next business day if Monday is a Holiday)

#### **Example 2**

If you request an external transfer on Saturday on or before 7pm EST, the funds will be withdrawn from your account on Saturday, and transferred externally on the Monday (or the next business day if Monday is a Holiday)

#### **Example 3**

If you request an external transfer on Saturday after 7pm EST, the funds will be withdrawn from your account on Monday, and transferred externally on the Monday (or the next business day if Monday is a Holiday)

This is the time by which you must transmit your payment instructions to us in order for those instructions to be considered received on that business day. Payment instructions entered after the designated Transaction Cutoff Time will be processed on the next business day. The time recorded by the Online Banking Service will be considered the official time of the transaction.

The Scheduled Payment Date is the day you designate a bill payment to be made. Funds must be available in your Bill Payment Account on the Scheduled Payment Date. If the date you schedule a payment to be initiated is a non-business day, funds must be available in your Bill Payment Account on the following business day.

Note: Per applicable Federal and State laws, a Transfer Limit applies to transfers (including bill payments) made from a Savings or Money Market account. Transfers from a Savings or Money Market account to another account or to third parties by preauthorized, automatic, telephone or computer transfers are limited to six per statement cycle with no more than three by check, draft, or similar order to third parties.

You may view balances on Checking, Savings, Money Market, Certificates of Deposit and Loan Accounts. You may view transaction activity on Checking, Savings, and Money Market Accounts.

You may request a stop payment to be placed on a check that you have written from your checking or money market account which has not yet been paid or certified. We will not take action on your stop payment request until we receive the completed request, typically on the following business day, unless you notify us within 14 days of your request that the information you provided in your request is incorrect. If you do not provide corrected information within the fourteen (14) days, you agree that the stop payment request has been approved by you. We will honor your stop payment request for a period of six (6) months from the date of your request. You may renew your request after six (6) months by telephoning us at 800-657-3272 during normal operating hours.

#### **Personal Service Fee Schedule**

The following fees may be charged for use of these Online Banking services.

- Online Banking: Our Consumer Online Banking Service is offered free of charge. In order to maintain active status for this service you must access it at least once every 6 months. If you do not, we may automatically dis-enroll you from this service. You may re-enroll at any time.

We may change the fees associated with Consumer Online Banking, Bill Payment, or External Transfer Service with 30 days prior written notice.

**Online Banking Security**

A Username and Password are required to access Consumer Online Banking. You agree not to give or make available any of your login credentials for the Consumer Online Banking Service to any other individuals, including anyone claiming to represent us. You acknowledge that we will never ask you for your Password for any reason.

**Advanced Login Authentication** – Secure Sign On is designed to provide enhanced security and help protect against fraudulent online activity by establishing User identity when accessing Consumer Online Banking. New customers or existing customers logging in from an unrecognized device will be required to perform a “step up” security enhancement process, which will consist of you entering a 6 (six) digit security code received via SMSTXT into Consumer Online Banking or receiving a phone call from our processor, FIS, asking for the 6 (six) digit security code on the screen within Consumer Online Banking, or answering a series of Out of Wallet questions. The phone number(s) you use must be on file with the bank prior to login. If you select the TXT option standard text message rates apply, make sure you contact your wireless carrier for details. Out of Wallet questions may not be available in some cases.

Tell us AT ONCE if you believe your Username and/or Password has been compromised or if you believe that a transaction has been made without your permission. Telephone us at 800-657-3272 during normal operating hours to notify us of the compromise. You contacting us right away will help reduce your possible losses. The Bank may temporarily deactivate your account for your protection as well as the Banks. The bank will require you to change your User ID and Password; you may also be required to do a virus scan of your device(s).

**Mandatory Alerts**

The following alerts are mandatory for security purposes and can be received via e-mail and/or SMS Text message

- Contact Information Changed (email only)
- New External Transfer Account
- New Statement Available
- Password Changed
- Transferred failed
- User ID Changed
- User ID Disabled
- Transaction Monitoring – Suspicious Activity for ATM/Debit Cards

Should you receive any of the above-listed alerts or any other alerts not listed and you did not perform or authorize said action, Please contact the bank immediately at 800-657-3272 during normal operating hours.

**Bill Payment Service Details**

**System Requirements**

Operating System	Apple Inc. Safari	Microsoft Internet Explorer	Microsoft Edge	Mozilla Firefox	Google Chrome™
Windows 7 SP1	-	11	-	Latest 2 versions	Latest 2 versions
Windows 8.1	-	11	-	Latest 2 versions	Latest 2 versions
Windows 10	-	11	Latest 2 versions	Latest 2 versions	Latest 2 versions
macOS 10.13 (High Sierra™)	11.1	-	-	Latest 2 versions	Latest 2 versions
macOS 10.14 (Mojave OS™)	12.0.1	-	-	Latest 2 versions	Latest 2 versions
iOS 11	Mobile Safari	-	-	-	-

**Note:** Cookies and JavaScript must be enabled.

A Bill Payment is a preauthorized transfer made from your designated deposit account based upon payment information provided by you. The Bill Payment Service permits you to direct payments from your Bill Payment Account to third parties ("payees"). Bill payment payees can be individuals or businesses.

Bill Payments can be made from a Checking or Money Market Account. All payments will be deducted from your designated Bill Payment Account, and you agree that we may debit your Bill Payment Account for such payments without requiring your signature on the item and without prior notice by you.

All Bill Payments must be payable in U.S. dollars to a payee located in the United States (including Guam, Puerto Rico, U.S. Virgin Islands and international U.S. military bases). You may not use the Bill Payment Service for any payments to organizations conducting business illegally. For payments to U.S. government agencies (IRS, taxes, child support, court fees, etc.) the Bill Payment Service has limited ability to research any issues that may arise due to the government's strict adherence to the Consumer Privacy Act. The Bill Payment Service will not be responsible for any late fees or penalties that may be incurred for these types of payments. If you choose to initiate these types of payments, it will be your sole responsibility if these payments are delayed or improperly processed or credited. You may not use the Bill Payment Service to make payments to settle securities purchases or for insurance payments, court-ordered payments, overdue payments, alimony, or child support payments. We reserve the right, from time to time, to further restrict the types of payees to whom bill payments may be made using the Bill Payment Service.

### **Scheduling Bill Payments**

You may choose to schedule one-time payments or you may choose to schedule recurring payments for the same dollar amount to be paid at regular intervals. You should schedule a payment to a new payee, at least ten (10) business days before any payment due date in order to allow time for us to setup the payee and verify information about your account with the payee. We may make the payment either by transferring the funds electronically to the payee or by mailing the payee a check. 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. If the payment is intended for a payee located in a U.S. Territory (including Guam, Puerto Rico, U.S. Virgin Islands and international military bases) or for a U.S. government agency, you must schedule it at least ten (10) business days prior to the due date shown on your invoice or provided in your agreement with the payee. If the payment is an electronic payment, you must schedule it to be made at least three (3) business days prior to the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period. If the payee cannot accept electronic payments and a check payment is to be made, you must schedule that payment to be made at least five (5) business days prior to the payment due date described above. You may schedule payments during the "grace period", but any late charges associated with these payments will be your responsibility regardless of the cause of the late payment. If you do not have sufficient funds in your Bill Payment Account on the scheduled payment date, your payment may be delayed. If you do not follow the time frames described above for scheduling payments or do not have sufficient funds in your Bill Payment Account, we shall not be liable for any failure to make payment. You will bear full responsibility for all penalties, late fees, finance charges, damages or other actions taken by the payee as a result of your scheduling. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, you may contact us at 800-657-3272 during normal operating hours. We will work with the payee on your behalf to attempt to have any late fees or charges reversed. The date the payee credits the payment depends upon the payee's payment processing procedures and East Boston Savings Bank will not be responsible for any delay in crediting the payment that is a result of the payee's payment processing procedures.

If the payee is a common payee the address may be changed to reflect the address through which that payee accepts remittances whether it is a check, electronic payment, or some other means. You will not have the ability to change this address online thereafter. If you move, or if the payee sends you a new address, you will need to enter a new payee into the system with the new address.

### **Bill Payment Stop Payments**

You may initiate a stop payment request for items you initiated through Bill Pay only if they were sent via check and have not been negotiated. Bill Payments that were sent electronically may not be stopped. Bill Pay stop payments cannot be placed online. Please contact the Bank at 800-657-3272 during normal operating hours in order to place the Bill Pay stop payment. The request must be received at least one hour prior to the Bank's closing time to ensure enough time to place the stop payment. A stop payment request applies only to the check, which conforms EXACTLY to the description on the Bill Pay system. The Bank will not be responsible for failing to stop payment if the information you provided is not correct or sufficient or, the specific check cannot be identified in time to stop payment. If you make your stop payment by telephone, we may also require you to put your request in the form of a written notification and forward it to us within 14 days. Do not place your stop payment request through the Bank's online secure email as it may not allow enough time for the Bank to place the stop payment before it is negotiated. We will not be liable for paying a check over a stop payment request if the request is incomplete or, incorrect, or placed after the check has cleared, or if a written notification is required but not provided. You agree to access the appropriate account history

(such as your Bill Pay resources) and determine whether the check you want stopped has or has not already been paid. You will incur stop payment charges as disclosed in the current Personal Service Fee Schedule for the applicable account. Bill Pay stop payments will fall under the normal stop payment fee. This request/notice will not be effective if the Bank has already cashed the check, or is already committed to honor or pay the item under applicable laws, regulations, or rules governing checks or ACH items.

If a Bill Pay check is outstanding for a period of 90 days a stop payment will automatically be placed on the check and the funds re-deposited back into your bill pay account.

Stopped check Bill Pays can take up to 48 hours to be re-deposited back into the Bill Pay account from the time the Bank is notified.

### **Bill Payment Limits**

- The Per Item Maximum is \$9,999.99
- The Total Daily Maximum per Customer is \$10,000

These limits are subject to change at the Bank's discretion.

### **Insufficient Funds**

If there are insufficient funds in your Bill Payment Account to make payments we may either refuse to pay the item or make payment thereby overdrawing your account. In either occurrence, you are responsible for any overdraft fees imposed as disclosed in our Personal Service Fee Schedule. Your Bill Payment Account may be blocked due to overdraft activity. If your Bill Payment Account is blocked, no additional Bill Payments will be processed until the account is properly funded and all outstanding payments or transfers have been cleared.

If a payment has been made to a payee for which funds are not available in your Bill Payment Account, and we are unable to recover the amount of the payment by debit to the payee or by charging your Bill Payment Account, you agree to repay the funds owed immediately upon demand.

### **Confirmation of Payments**

Each time you properly execute and schedule a payment, the "My Bills" and "Scheduled Payments" screen will display the details of the payment including the Payment Confirmation Number in the "Payments Outbox". If you have canceled a payment successfully, the "Payments Outbox" will no longer display the details for that payment.

### **Mandatory Bill Payment Alerts**

The following alerts are mandatory for security purposes and can be received via e-mail and/or SMS Text message

- Automatic Payment Notice (email only)
- E-Bill Received
- E-Bill Reminder (email only)
- Payee Added or Changes
- Payment Failed or Overdrew Account
- Payment Processed (email only)
- Payment Reminder

Should you receive any of the above-listed alerts or any other alerts not listed and you did not perform said action, please contact the bank immediately at 800-657-3272 during normal operating hours.

### **Suspended Bill Payments**

In the event your Bill Payment is flagged for suspicious activity it may be suspended or delinquent. The Bank will make every effort to contact you using the telephone number(s) we have on file. If the Bank is unable to reach you after 2 business days from date of suspension the payment may be declined. You understand that if your Bill Payment is suspended for any reason it may reach the payee late, or if the Bank declines the payment it will not reach the payee at all and the Bank shall not be liable. You, the customer, will bear full responsibility for all penalties, late fees, finance charges, damages or other actions taken by the payee as a result. We will notify you by mail at the address we have on file if we are unable to reach you and the payment has been declined by the Bank. In the event the payment was declined and it was truly sent by you, please contact the Bank prior to resubmitting the payment again so it is not flagged by the system and declined.

**External Transfer Service Details** – This service needs to be requested by the customer and approved by the Bank, with the exception of Online Account Creation (OAC) customers.

An external transfer is a way for you to move funds between accounts you have with us and accounts you have at another

financial institution. If you would like this transfer to occur on a regular basis you can set up a recurring external transfer. You may designate an East Boston Savings Bank checking or savings accounts on which you are an individual or joint owner for this service. You may make transfers to checking or savings accounts on which you are an individual or joint owner at another financial institution. You may make transfers from checking or savings accounts on which you are an individual or joint owner at another financial institution. You can setup external transfers by selecting the ACH Transfer option during the Online Account Opening process.

Any applicable External Transfer fees and charges will be applied to your designated East Boston Savings Bank External Transfer account. All outgoing transfers will be deducted from your designated External Transfer Account and you agree that we may debit your External Transfer Account for such payments without requiring your signature on the item and without prior notice by you. For certain money market, savings and other types of accounts, during any statement period, you may not make more than six withdrawals or transfers to another account of yours with another financial institution or to a third party. Your account is limited to six pre-authorized, automatic, telephone, or online banking transfers to another account or third parties or checks made to a third party per statement cycle. If you exceed these transfer limitations, such accounts will be subject to additional service charges, closure by us, or may be transferred or converted to a transaction account.

### **Eligibility**

You must have Consumer Online Banking and an eligible account that is in good standing at East Boston Savings Banking with no history of excessive overdrafts, uncollected or unavailable funds to be eligible for this service.

Some external accounts may not be eligible for this Service. For example, credit card accounts or some types of brokerage or investment accounts may not allow external transfers. It is your responsibility to verify processing restrictions with the financial institution at which you hold the account prior to initiating any transfers. The Bank assumes no liability for any fees you may receive from the receiving or sending financial institution.

### **Adding or Scheduling External Transfer Accounts**

You will need your routing number and account number for the financial institution you want to transfer funds to and from. As part of the setup you will receive an email verifying the external transfer from [ceb@alerts.ebsb.com](mailto:ceb@alerts.ebsb.com). If you did not setup the transfer, Please contact the bank at 800-657-3272 during normal operating hours.

You may choose to schedule one-time transfer(s) or you may choose to schedule recurring transfer(s) for the same dollar amount to be paid at regular intervals. If you schedule an external transfer to be made on a non-business day it will automatically be rescheduled for the next business day.

We cannot guarantee the date that an external transfer will be completed. Generally, an external transfer will be completed within 2-3 business days of the scheduled transfer date.

When you add a new external account or external transfer you will go through an enhanced security process called "One-Time Security Code" to verify your Identity. This will consist of you entering a 6 (six) digit security code received via SMS TXT into Consumer Online Banking or receiving a phone call from our processor, FIS, asking for the 6 (six) digit security code on the screen within Consumer Online Banking. The phone number(s) you use must be on file with the bank prior to adding your external account or external transfer. If you select the TXT option standard text message rates apply, make sure you contact your wireless carrier for details. You will only be asked to go through this process once during a single online banking session.

You will receive two small test dollar deposits and withdrawals for the same amount at the financial institution you are setting up, Typical these transactions post within three business days. Once you receive these transactions you will be required to login to East Boston Savings Bank Consumer Online Banking, go to "Manage External Transfers" and select verify. Once these transactions are verified the external account will be active. You may delete your external transfer during the account setup process only; once your account is activated you must contact the Bank to remove the external transfer account. You can add a description to the account under customize your account once the external transfer has been verified.

### **External Transfer Limits**

Contact the bank for limit information 800-657-3272 during our normal operating hours.

### **Confirmation of Payments**

Each time you properly execute and schedule an external transfer, the "Scheduled External Transfers" screen will display the details of the transfer including the Confirmation Number. If you have canceled a transfer successfully, the "Scheduled External Transfer" screen will no longer display the details for that transfer.

## **Availability of Funds**

Accounts are considered new for a period of thirty (30) days; during this time period those funds transferred from an external account to your account at East Boston Savings Bank will not be available for withdrawal for nine (9) business days.

After the thirty (30) day new account time period those funds transferred from an external account to your account at East Boston Savings Bank will not be available for withdrawal for three (3) business days.

## **Insufficient Funds**

If there are insufficient funds in your East Boston Savings Bank Account to make a transfer we may either refuse to make the transfer or make the transfer thereby overdrawing your account. In either occurrence, you are responsible for any overdraft fees imposed, as disclosed in our Personal Service Fee Schedule. Your external transfer service may be blocked due to overdraft activity. If your external transfer Service is blocked, no additional external transfers will be processed until the account is properly funded and all outstanding payments or transfers have been cleared.

If a transfer has been made for which funds are not available in either your sending or receiving external transfer account, and we are unable to recover the amount of the payment by charging your East Boston Savings Bank account, you agree to repay the funds owed immediately upon demand.

## **Canceling or stopping Transfers**

Once a payment or transfer has been processed or for those payments and transfers which are completed immediately, such as transfers between your East Boston Savings Bank accounts, it cannot be deleted or modified. A scheduled payment or transfer may be canceled by you up until the designated Transaction Cutoff Times mentioned above on the Scheduled Payment Date. Any future dated payments (a one-time payment you schedule to occur within the next 364 days) or recurring payments (a payment you schedule to occur weekly, monthly, quarterly, semi-annually or annually) must be canceled by the Designated Transaction Cutoff Time at least one (1) Business Day prior to the next scheduled payment date. If your request is not received before the scheduled payment date, you will be responsible for the payment. A cancellation of the recurring payment or transfer instruction will affect all future payments or transfers associated with that payment or transfer.

Unless otherwise provided in this agreement, you may not stop payment on electronic fund transfers, therefore you should not employ electronic access for purchases of services unless you are satisfied that you will not need to stop payment. 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 on the transfer

## **Wire Transfers**

Wire transfers are not permitted through Consumer Online Banking, via postal mail, over the phone, or through email. You must visit an EBSB branch in person to initiate a wire transfer.

## **Stopping Payment Requests**

You may initiate an online stop payment request for items you have written on your accounts. A stop payment request applies only to the check, which conforms EXACTLY to the description on the form. The Bank will not be responsible for failing to stop payment if the information you provided is not correct, or sufficient, or the specific check cannot be identified in time to stop payment. If you make your stop payment request online or by telephone, we may also require you to put your request in the form of a written notification and forward it to us within 14 days. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect, or if a written notification is required but not provided. You agree to access the appropriate account history (such as prior account statements) and determine whether the check you want stopped has or has not already been paid. You will incur stop payment charges as disclosed in the current Personal Service Fee Schedule for the applicable account. This request/notice will not be effective if the Bank has already cashed the check or is already committed to honor or pay the item under applicable laws, regulations, or rules governing checks or ACH items.

In the case of a pre-authorized ACH debit, you understand that the originator has the capability to change the amount of the debit and that the Bank may not be able to stop any ACH debit other than the one conforming EXACTLY to the description you have given us on the form. If the item is a check, this request/notice must be received prior to any applicable Cutoff Hour and the Bank must have a reasonable time to act on the request/notice prior to the Cutoff Hour. If the item is an ACH debit, this request must be received by the Bank at least three (3) Business Days before the scheduled payment date.

Stop payment request are valid for six (6) months whether written, oral, or electronic. After that time, the check may be paid and charged to your account unless you renew the stop payment request in writing for an additional fee. This request/notice will be cancelled if the account is closed or transferred. The request/notice is made subject to the terms of the Bank's deposit agreements in effect. You agree to indemnify, defend, and hold us harmless from all actions, claims, and damages related to, or

arising from our action in stopping payment on any check or ACH debit pursuant to your stop payment request.

### **Regulation D Account Restrictions**

For certain money market, savings and other types of accounts, during any statement period, you may not make more than six withdrawals or transfers to another account of yours with another financial institution or to a third party. Your account is limited to six pre-authorized, automatic, telephone, or online banking transfers to another account or to third parties or checks made to a third party per statement cycle. If you exceed these transfer limitations, such accounts will be subject to additional service charges, closure by us, or may be transferred or converted to a transaction account.

Each of your accounts(s) at the Bank is also governed by the applicable account disclosure statements which have been previously provided and which you have read and understand. The provisions of any such account disclosures that are required by regulation only for consumer accounts (for personal or household purpose) shall not apply to your commercial or business accounts.

### **Error Resolution (Regulation E)**

Applicability, these provisions are only applicable to online electronic funds transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve's Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning in this section.

#### **Your Liability.**

The following determines your liability for any unauthorized EFT or any series of related unauthorized EFT's

If you notify the Bank within two (2) business days after your **password has been lost or stolen**, your liability will not exceed \$50.00 or the amount of the unauthorized EFT's that occur before notification, whichever is less.

If you fail to notify the Bank within the two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$50.00 or the total of:

- \$50.00 or the amount of unauthorized EFT's that occur within the two (2) business days and;
- The total of the unauthorized EFT's which occur during the two (2) days before notification to the Bank, provided the Bank established that these EFT's would not have occurred had the Bank been notified within that two (2) day period.

Notification should be made as soon as possible if you think that your statement is wrong or if you need more information about a transaction. Please contact us no later than sixty (60) days after the statement on which the problem or error appears was made available to you. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

Please report an unauthorized EFT which appears on your periodic statement no later than 60 days after the transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFT's that occurred within the 60-day period. You may also be liable for the amounts as described above.

If the report is made orally, we will require that you send the complaint or question in writing within 10 business days, we will notify you with the results of the investigation within 10 business days, 20 business days for new accounts and 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 10 days for the amount you think is in error. This will allow you to use the money during the time it takes to complete our investigation.

If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed.

If we determine no error occurred, we will send you a written explanation within three (3) business days after the investigation is complete.

You may request copies of the documents that were used in the investigation.

In case of errors or questions about your Electronic Transactions or the Service, telephone us or contact us at:



East Boston Savings Bank  
ATTN: Electronic Banking  
P. O Box 101  
South Boston MA 02127

OR Call

Customer Service Center 800-657-3272  
Monday–Wednesday, 8:00AM - 5:00PM EST  
Thursday–Friday, 8:00AM - 6:00PM EST  
Saturday, 9:00AM to 1:00PM EST

Services provided in pursuant to this disclosure are consumer in nature and any provision in the Electronic Funds Transfer Act or other regulations may not apply to businesses. The error resolution and liability provisions on the back of the periodic statements you may receive from us do not apply to businesses or other non-consumer accounts.

### **Customer Liability**

You are responsible for all upgrades to maintain system requirements and maintenance of your computer equipment. You are responsible for all transfers and Bill Payments you authorize using the Consumer Online Banking Service. If you permit others to use your password to perform transactions, you are responsible for any transactions they authorize from your accounts.

### **Our Liability Limitations**

We will process and complete all Consumer Online Banking transactions and transactions initiated through Consumer Online Banking and the Bill Payment Service that comply with the terms of this agreement. If we do not complete such a transaction, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. Through no fault of ours, you do not have enough available funds in your account to make a transfer or payment
2. If the payment or transfer would go over the credit limit on your overdraft line.
3. If the payment does not appear in the “My Bills” and “Payments Outbox” at the time you initiate a Bill Payment or a modification of a Bill Payment.
4. Your account has been closed, or if it is frozen
5. The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal.
6. If the Consumer Online Banking Service, your equipment, the software or any communications link is not functioning properly and you knew about the malfunction or were advised of it by us before you attempted to execute a transaction or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
7. If the Payee mishandles or delays crediting or accounting for a payment properly sent by us.
8. If you did not properly initiate a transaction or provide us with the correct names and account information for your payees.
9. If circumstances beyond our control (such as but not limited to, fire, flood, power outage, equipment or technical breakdown, etc.) prevent the payment from being made, despite reasonable precautions that we have taken.
10. We have received incomplete or inaccurate information from you or a third party involving the account with respect to a transfer or payment.
11. We have reasonable basis to believe that an unauthorized use of your User ID, Password, or account has occurred or is occurring.
12. Your subscription to the Service or your account has been terminated for any reason.

There may be other exceptions stated in our agreement with you.

East Boston Savings Bank is not responsible for any electronic virus or viruses that you may encounter. We **STRONGLY** recommend that you routinely scan your personal computer or device(s) using the most up-to-date virus protection products.

We are not responsible for any loss, damage, or injury resulting from (i) an interruption in your electrical power or telephone service; (ii) the disconnection of your telephone line by your telephone company or deficiencies in your line quality; or (iii) any defect or malfunction of your personal computer, modem, telephone line, or software.

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, in connection with Consumer Online Banking Services provided to you under this Agreement. We do not and cannot warrant that Consumer Online Banking will operate without errors, or that any or all Consumer Online Banking Services will be available and operations at all times. Except as specifically provides in this Agreement or otherwise required by law, you agree that our officers, directors and employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by

reason of your use of or access to Consumer Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort base on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amounts paid by you for the services provided to you through Consumer Online Banking.

### **Suspension or Termination of Service**

Unless otherwise required by applicable law, we may terminate this agreement for any reason without prior notice. You also have the right to terminate the services provided under this Agreement by calling us at 800-657-3272 during normal operating hours, or writing to us at East Boston Savings Bank, ATTN: Electronic Banking, P.O Box 101 S. Boston MA 02127. If you make your termination request by telephone, we may require you to put your request in writing and send it to us within ten (10) business days after you call. Since termination requests take up to thirty (30) days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the Service. We will not be liable for payments or transfers not canceled or payments or transfers made due to lack of proper notification by you of service termination.

In the event of repetitive overdrafts, failed payments or transfers, or we suspect fraud on your account we reserve the right to suspend or terminate your subscription to Consumer Online Banking Services. This suspension or termination may be made without prior notice to you. If your subscription is suspended or terminated, transactions that were previously scheduled will be canceled. The Bank will have no liability for any transaction canceled, all penalties, late fees, finance charges, damages or other actions are the responsibility of the customer.

### **Confidentiality of Account Information**

As described below, we will disclose information to third parties about you and your accounts:

- When we have entered into an agreement with another party (authorized agent). In order for us to provide you with Consumer Online Banking Services, we will provide this party with information about your accounts and your Consumer Online Banking transactions in order to carry out your transactions.
- Where it is necessary for completing transfers and payments in order to verify the existence and condition of a payment account for a payee or holder of a check issued through the Consumer Online Banking Services.
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
- If you give us your written permission, or
- For any legitimate business need.

### **Joint Accounts**

If your account is a joint account, a request for Consumer Online Banking Services from one account holder will be deemed a request from all account holders and each of you agrees that any account holder has the authority to use the Consumer Online Banking Service. You both agree to be jointly and severally liable under the terms of this agreement and all other agreements, which govern your account. In addition, either account holder is authorized to terminate the Consumer Online Banking Service. We are not responsible for notifying any remaining account holders of the Consumer Online Banking Service termination.

### **Additional Terms and Conditions**

In addition to the preceding terms and conditions, you agree to be bound by and comply with East Boston Savings Bank rules and by-laws, and applicable state and federal laws and regulations.

We may amend these terms and conditions, or the applicable fees and charges, at any time, effective upon publication. We will send you notice of any amendment at your last known address or transmit notice of the change or amendment via e-mail at least thirty (30) 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 the notice of change or amendment constitutes your acceptance of such changes or amendments. New Online Banking features and services may also be introduced periodically. By utilizing these new services when they become available, you agree to be bound by the terms and conditions that will be made available to you for these services.

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 herein. The terms and conditions contained herein, as amended from time to time, shall supersede any and all other representations made by our employees.

### **eSign Consent and Electronic Statement and Notice Delivery**

By opening an account through East Boston's Online Account Creation, you agree to receive account opening disclosures and agreements in electronic format. You understand that if you wish to retain a paper copy you may print or download a copy

for your records, or contact the bank at any time to request one through our Customer Service Center at 800-657-3272; Mon - Wed 8:00 AM - 5:00 PM EST, Thur - Fri 8:00 AM - 6:00 PM EST, Sat 9:00 AM - 1:00 PM EST.

### **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.)

You may also consent to certain notices

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

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

### **2. How We Will Provide Online Statements and eNotices**

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 EBSB Online Banking website. Your Online Statement may be accessed for a period of five years after it is first made available to you.

If an eNotice is available we will send you an e-mail notice advising you of the availability of the notice. Once you receive our e-mail notice, you may then access your eNotice at the EBSB Online Banking website. Your online eNotice may be accessed for a period of five 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 may 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 and or eNotice provided in electronic form at any time by clicking on the Online Document link in your online banking and selecting "change your delivery method."

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 and or eNotice delivery will be charged subsequently. If your account is one that requires electronic delivery of statements and or eNotices, withdrawal of your consent to Online Statements and or eNotices 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 or Notice**

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 two 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 Personal Service 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.

ATTN: Customer Service Center  
P. O Box 101  
South Boston MA 02127

#### **5. Your Duty to Review Your Online Statements and eNotice**

Your Online Statement and eNotice will be dated up to four days prior to the day of the e-mail notifying you of the availability of your Online Statement or eNotice. You must promptly access and review your Online Statement or eNotice and notify us within the applicable time period specified in your applicable Online 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 and eNotice Access**

Access to Online Statements and or eNotices 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 and eNotices 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 Statements or eNotice.

#### **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 available 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 and or notices 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.

#### **10. System Requirements – Consumer Online Banking (see above for operating and browser system requirements)**

In order to retain a printed copy of your online statements or a copy of this agreement you will need a printer attached to your electronic device as well as Adobe Reader. You may obtain a free copy at [www.adobe.com](http://www.adobe.com).

The customer is solely responsible for the maintenance, acquisition, installation, and operation of its computers and the hardware or software used to access Online Banking. These devices include but are not limited to telephones, modems, computers, smart devices, and so forth. You agree to use devices and software that are compatible with the Banks program and understand the requirements may change from time to time with or without notice. The bank is not responsible for any incompatible equipment or software.

You agree to keep your system(s) up to date and free of any virus, malware, or other harmful components. The Bank **STRONGLY** recommends you routinely scan all your devices using the most up to date virus protection programs and malicious software detecting products.