



ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Electronic Fund Transfers Agreement and Disclosure governs your use of any of the following electronic fund transfers (EFT) services (some of which may not apply to your account).

Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

CARDHOLDER AGREEMENT

Cardholder Agreement. If you have requested an automated teller machine (ATM) card or a Debit MasterCard® (“card”), this document is also a legally binding cardholder agreement between you and BayCoast Bank once you activate your card. Unless otherwise specified, the words “you” and “your” mean the account holder (which includes any joint account holder) and anyone who uses the card with your permission. The words “we,” “our,” “us,” and “Bank” mean BayCoast Bank and its successors and assigns. Your card cannot be used until you activate it by following the accompanying instructions.

Your Responsibility. You assume responsibility for all transactions arising from authorized use of the card by any user, whether such use is with an ATM, banking terminal, electronic funds transfer device, any debit program, or any other means of access. If you have authorized another person to use the card in any manner, that authorization shall be deemed to include the authorization to make withdrawals or transfers of funds to or from the account and all associated accounts, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person, including, without limitation, notifying the user and contacting us to inform us that the user is no longer authorized.

Your Agreement to Pay. You agree to pay us on demand for all purchases made and services rendered by or to any user of the card. Cancellation of a card or termination of the account shall not excuse your obligation to pay for all purchases or other transactions incurred against or in connection with the account through the effective time of the cancellation or termination. This liability will be joint and several.

Currency Conversion and Cross-Border Transaction Fees. If you conduct a transaction with your Debit MasterCard® in a currency other than U.S. Dollars, MasterCard® will convert the charge into a U.S. Dollar amount. The MasterCard® currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard®. The exchange rate MasterCard® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard® charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, MasterCard® charges us a Cross-Border Assessment Fee of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. We may pass these charges on to you. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard® Debit Switch in which the country of the merchant is outside the U.S.

Advisory Against Illegal Use. You agree not to use your ATM card or Debit MasterCard® for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Personal Identification Number (PIN). Also referred to as "code" in this Agreement and Disclosure. **IMPORTANT!!** Your PIN is legally acceptable identification of you (just like signing your name), when using an automated teller machine or point-of-sale terminal. You agree to *never* give your PIN to anyone else, including any bank employee, relative, or friend. *Never* write your PIN on your card or anywhere near where you keep your card. **WITHOUT YOUR PIN, NO ONE ELSE CAN USE YOUR CARD.**

Lost or Stolen Card. You agree to contact us immediately upon learning that your ATM card or Debit MasterCard® has been lost or stolen. During regular business hours call 508-678-7641 or toll-free 1-888-223-3400. After regular business hours call toll-free 1-800-264-5578. In accordance with our *Miscellaneous Fees and Charges* disclosure, we may assess a fee for replacing your card.

Ownership of Card. Your card is not transferable and remains our property. You agree to return the card to us immediately upon our demand. For your own protection, ATMs are programmed to retain cards in certain circumstances.

TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

Account Access – Preauthorized Credits and Payments

- You can make arrangements for certain direct deposits to be accepted in your checking, NOW, passbook savings, statement savings, or money market account(s).
- You may make arrangements to pay certain recurring bills from your checking, NOW, statement savings, or money market statement account(s).

Account Access – ATM / Point-of-Sale

- You can use your card and PIN at BayCoast Bank ATMs and at terminals that are part of a network whose symbol is shown on your card, or any future network that we may join to:
 - Withdraw cash from your checking, NOW, statement savings, or money market statement account(s), including any available line-of-credit, overdraft protection, or Bounce ProtectionSM;

- Transfer funds between your checking, NOW, statement savings, or money market statement account(s);
- Check the balance of your checking, NOW, statement savings, or money market statement account(s);
- Perform other services and features as they become available.

b) You can use your card and PIN only at BayCoast Bank ATMs to:

- Make deposits to your checking, NOW, statement savings, or money market statement account(s). ATM deposited funds are not available immediately, and are subject to our funds availability policy.

c) You can use your card to pay for purchases at places that have agreed to accept a card and PIN issued by this bank (called POS or point-of-sale).

d) You can use your Debit MasterCard® to:

- Pay for purchases at merchants displaying the MasterCard® logo. These POS transactions are processed like a credit card purchase. The merchant produces a sales transaction slip using your Debit MasterCard® and follows the credit card authorization process. You are then asked to sign the transaction slip.

The amount of your POS purchase is debited from your checking or NOW account, typically within three (3) business days of your purchase. A POS purchase will reduce your daily spending limit by the amount of the purchase. In addition, a "hold" will be placed against your checking account balance for the combined amount of all POS transactions that occur daily.

You may have chosen to limit access by electronic means to one or more of your accounts.

Account Access – Online Banking, Mobile Banking, and Bill Payment Service

a) You may access the Online Banking, Mobile Banking, and Bill Payment Service via the Internet using a user ID and a password that you select. You will need to use a personal computer connected to the Internet and a current web browser that supports secure connections to access Online Banking. You will need an Internet connected mobile device that supports the BayCoast Bank Mobile Banking application to access Mobile Banking.

b) You may access your personal accounts online. For Bill Payment Service, one of these accounts must be a checking or NOW account. When you access your account, you may obtain account balance and summary information, available funds information, and all account transactions for the current statement period.

c) In addition to viewing account information, you may use Online Banking to conduct a transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking, NOW, statement savings, and money market statement account(s). Mobile Banking allows you to deposit checks through the mobile deposit

functionality. You will be able to perform other services and features as they become available.

d) The Bill Payment Service permits you to direct payment(s) from your checking account to third parties whom you wish to pay.

e) You may be charged access fees by your Internet and/or cell phone provider based on your individual subscription or plan. Check with your Internet and/or cell phone provider for details on specific fees and charges.

Account Access – Telephone Banking

a) You may access Telephone Banking via any touch-tone telephone using a PIN selected by you when your account is accessed for the first time.

b) You may obtain balance and summary information, available funds information, cleared check and EFT transactions including ATM and POS transactions for any checking, savings, and certificate of deposit account. You may obtain amount due and loan payment information for any installment loan and mortgage loan.

c) You may transfer funds among your checking, NOW, statement savings, and money market statement account, or make a loan payment (preauthorization is required).

d) You may place a stop payment on an individual check.

Account Access – Electronic Fund Transfers Initiated by Third Parties

a) You may authorize a third party to initiate electronic fund transfers between your account(s) and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

b) You may authorize a merchant or other payee to make a one-time electronic payment from your checking, NOW, or money market statement account(s) using information from your check to pay for purchases or pay bills.

c) You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Limitations on Dollar Amounts of Transfers – ATM Card

- a) You may withdraw up to \$1,000.00 each day from terminals when you use your card and PIN.
- b) You may buy up to \$5,000.00 worth of goods or services each day in our point-of-sale transfer service.

Limitations on Dollar Amounts of Transfers – Debit MasterCard®

- a) You may withdraw up to \$1,000.00 each day from terminals when you use your card and PIN.
- b) You may buy up to \$5,000.00 worth of goods or services each day in our point-of-sale transfer service.

These limits may be adjusted by us, if you request a different limit and we approve the request.

Limitations on Dollar Amounts of Transfers – Online Banking, Mobile Banking, and Bill Payment Service

- a) There are no limitations on the dollar amounts of transfers between accounts you have at BayCoast Bank.
- b) You may deposit a maximum of \$3,000.00 per day in checks via Mobile Banking's mobile deposit feature. There is also a rolling thirty (30) calendar day limit of \$25,000.00 for such check deposits.
- c) The maximum amount for each bill payment through the Bill Payment Service is \$9,999.99.

These limits may be adjusted by us, if you request a different limit and we approve the request.

Limitations on Dollar Amounts of Transfers – Preauthorized Credits and Payments; Telephone Banking; Electronic Fund Transfers Initiated by Third Parties

- a) There are no limitations on the dollar amounts of transfers.

Limitations on Frequency of Transfers – Preauthorized Payments; ATM / Point-of-Sale; Online Banking, Mobile Banking, and Bill Payment Service; Telephone Banking; Electronic Fund Transfers Initiated by Third Parties

- a) Transfers from a statement savings or money market statement account to another account or to third parties by preauthorized, automatic, telephone, or online transfer, check, debit card, draft or similar orders to third parties are limited to six (6) per statement cycle. Transfers exceeding these limitations are subject to an excess transfer fee.
- b) In accordance with regulatory requirements, if transaction limitations are exceeded, we will either prohibit any excess transactions or close the account.

Minimum Account Balance. We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a code.

FEES

Please refer to our *Miscellaneous Fees and Charges* disclosure for information about fees that may apply to electronic fund transfers. Except as indicated, we do not charge for electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned 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 even if you do not complete a fund transfer).

Important Note Regarding Overdraft Fees. Overdraft fees apply to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means.

BUSINESS DAY DISCLOSURE

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

DOCUMENTATION

Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an ATM or POS terminal. However, you may not get a receipt if the amount of the transfer is \$15.00 or less. If a receipt is not available, you will be given an option to cancel the transaction.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 508-678-7641 (toll-free 1-888-223-3400) to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement showing your electronic transfers.

Passbook Accounts 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.

PREAUTHORIZED TRANSFERS

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 is how:

Call us at 508-678-7641 (toll-free 1-888-223-3400), or write us at BayCoast Bank, Electronic Fund Transfers Department, P.O. Box 1311, Fall River, MA 02722-1311, in time for us to receive your request three (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 fourteen (14) days after you call. We will charge you for each stop payment order.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) calendar 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.

Liability for Failure to Stop Payment or Preauthorized Transfer. If you order us to stop one of these payments three (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.

**ADDITIONAL INFORMATION REQUIRED BY
MASSACHUSETTS LAW**

- (1) Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.
- (2) The initiation by you of certain electronic fund transfers from your account will 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.

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer. Funds must be available per our funds availability policy;
- If you have an overdraft line of credit and the transfer would go over the credit limit;
- If the automated teller machine where you are making the transfer does not have enough cash;
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical breakdown, or other outside force) prevent the transfer, despite reasonable precautions that we have taken;
- If the funds are subject to legal process or other hold or encumbrance restricting such transfer;
- If you have instructed us to make a transfer or payment we cannot make, such as a tax payment or court-ordered payment, or you have not properly initiated a transfer or payment, or you have failed to provide us with complete or accurate information on the transfer or payment;
- If the payee mishandles or delays a payment properly sent by us;
- If you default under this Agreement, or any other agreement you have with us, or if we or you terminate this Agreement;
- Any other specific exceptions stated in our agreement with you.

CONFIDENTIALITY

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

- For certain routine disclosures necessary for the completion of a transfer; or
- For verification of the existence and condition of your account for a credit bureau or merchant; or
- To persons authorized by law in the course of their official duties; or
- To our employees, auditors, service providers, attorneys, or collection agents in the course of their duties; or
- Pursuant to a court order or lawful subpoena; or
- To a consumer reporting agency; or
- By your written authorization which shall automatically expire forty-five (45) calendar days after our receipt of your authorization.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within three (3) calendar days after we have discovered that the unauthorized disclosure has occurred.

UNAUTHORIZED TRANSFERS

Consumer Liability. Tell us AT ONCE if you believe your card, your code, or your Online Banking password has been lost, stolen, or used without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way, if any, of minimizing your possible losses. You can lose no more than \$50.00 if you fail to give us notice of your lost or stolen card, code, and/or Online Banking password and your card, code, and/or Online Banking password is used without your permission.

Additional Limits on Liability for Debit MasterCard®. You will not be liable for any unauthorized transactions using your Debit MasterCard® if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

Contact in Event of Unauthorized Transfer. If you believe your card, your code, or your Online Banking password has been lost, stolen or that someone has transferred or may transfer money from your account without your permission, for example, by using information for your check, call:

508-678-7641

Toll-free: 1-888-223-3400

between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays,

or write to:

BayCoast Bank

Electronic Fund Transfers Department

P.O. Box 1311

Fall River, MA 02722-1311

ERROR RESOLUTION NOTICE

Telephone us at the telephone number above or write us at the address above as soon as you can, if you think your statement, receipt, or passbook is wrong or if you need more information about a transfer listed on the statement, receipt or passbook. We must hear from you no later than sixty (60) days after the problem or error was FIRST reflected on your statement, receipt, or passbook. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods

- (1) Tell us your name and account number (if any);
- (2) Describe the error or the 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 ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (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.

If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment) our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

PROTECTED CONSUMER USE

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct 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:**
 - require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with

an overdraft checking plan, or is being extended to maintain a specific balance in your account; or

- require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit; or
- require you to pay electronically for the purchase of goods or services.

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 transfer.

- (2) **Waiver of Rights.** No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.
- (3) **Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
- (4) **Suspension of Obligations.** If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- (5) **Prohibited Means of Identification.** Your 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

Unless otherwise required by applicable law, we may terminate this Agreement for any reason in our sole discretion. You may also have the right to terminate the services provided under this Agreement by calling us at 508-678-7641 (toll-free 1-888-223-3400), or writing us at BayCoast Bank, Electronic Fund Transfers Department, P.O. Box 1311, Fall River, MA 02722-1311. If you call, we may require you to put your request in writing and send it to us within ten (10) calendar days after you call. However, termination of this Agreement will be effective the day you call.

BayCoast Bank
P.O. Box 1311
Fall River, MA 02722-1311
Tel: 508-678-7641
Toll-free: 1-888-806-2872
www.baycoastbank.com



Member FDIC
Member DIF