

**EAST BOSTON SAVINGS BANK  
ONLINE BANKING DISCLOSURE STATEMENT**

East Boston Savings Bank (“we,” “our,” “us”) requires that all persons accessing our 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 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 Online Banking Services, you authorize us to use a third party to provide these services to you on behalf of East Boston Savings Bank.

**Online Banking Features**

East Boston Savings Bank offers its Online Banking Service to enable you to (i) transfer funds between your accounts, and make loan payments from these accounts, (ii) obtain account balances and transaction activity for your accounts, (iii) view images of your account statements and cancelled checks, (iv) send email messages to and receive email messages from us and (v) bill payment. The available funds information displayed may include any overdraft protection you may have. Optional External Transfers features are also available. The 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. Eastern Time on any business day.
  - For scheduling Bill Payment transactions, the Transaction Cutoff Time is 9:00 p.m. Eastern Time 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. Eastern Time on any business day.

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.

## Schedule of Fees

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

- Online Banking. Our 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 60 days. If you do not, we will automatically un-enroll you from this service. You may re-enroll at any time.
- Blocked account: A \$30.00 fee will be imposed on accounts that are reactivated

We may change the fees associated with the 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 the Online Banking Service. You agree not to give or make available any of your login credentials for the 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.

The first time you logon to the Online Banking Service, you will be presented with enrollment screens for Secure Sign On. You will be asked to choose a picture and personal phrase and to provide answers to several identifying questions. You may also choose to register your personal computer.

Tell us AT ONCE if you believe that 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 to notify us of the compromise. Your contacting us right away will help reduce your possible losses. You should also immediately change your Password.

## Bill Payment Service Details

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 made 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. 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 electronic remittances. 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 Limits

The per item maximum is \$9,999.99

The total daily maximum per customer is \$10,000.00

These limits may be subject to change at our 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 non-sufficient funds (NSF) or overdraft fees imposed, as disclosed in our Schedule of Fees. 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 "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.

#### External Transfer Service Details

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 account on which you are an individual or joint owner at another financial institution. You must contact us at 800-657-3272 or email us at [CustomerService@ebsb.com](mailto:CustomerService@ebsb.com) to request the External Transfer Service. We will require you to complete an External Transfer Application and provide proof of ownership of the external account, i.e. a valid check or copy of a recent bank statement, prior to enabling this service.

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.

#### Eligibility

You must have a deposit account in good standing at East Boston Savings Bank that has been open for 90 days or more 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.

## Scheduling External Transfers

You may choose to schedule one-time transfers or you may choose to schedule recurring transfers 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.

## External Transfer Limits

The per transfer limit is \$150,000.00. This limit may be subject to change at our discretion.

## 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 non-sufficient funds (NSF) or overdraft fees imposed, as disclosed in our Schedule of Fees. 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.

## 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

Transfers made from an external account to your account at East Boston Savings Bank will not be available for withdrawal for nine (9) business days.

## Adding External Transfer Accounts

If you are using the External Transfer Service to fund a new East Boston Savings Bank account opened online, your External Transfer funding account will be automatically added to your External Transfer Accounts.

To add a checking account as an External Transfer Account, you must provide us with a valid personal check in the amount of \$1.00 or more from the account that you would like to add. We will deposit the check to your designated East Boston Savings Bank account as indicated by you on the External Transfer Application. The check should be made payable to you and include "Add External Account" on the memo line. Please mail the External Transfer Application and check to:

East Boston Savings Bank  
Attn: Deposit Operations  
67 Prospect St  
Peabody MA 01960

The check provided must have the same legal titling as your East Boston Savings Bank account. We will not accept temporary checks, Please note that we may not be able to establish External Transfer Accounts using checks from brokerage or investment firms.

To add a savings account as an External Transfer Account, you must provide us with the most recent copy of your savings account statement that includes the legal title of your account. This way, we can verify that the account belongs to you.

## Canceling Payments or Transfers

Except for those payments and transfers which are completed immediately, such as transfers between your East Boston Savings Bank accounts, a scheduled payment or transfer may be canceled up 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 at a 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.

#### Stopping Payments or Transfers

Once a payment or transfer has been processed it cannot be deleted or modified. If you wish to stop a payment previously authorized and it is too late to cancel the payment as described above, you can contact us by telephone at 800-657-3272 for assistance. 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 of the transfer. If a bill payment was sent as a check payment, we will make every effort to accommodate your request; however we will have no liability for failing to do so if we have not received your request in a timely manner. There is a fee for each stop payment order for bill payments. You agree that we may debit this fee from your Bill Payment Account. The amount of the stop payment fee is disclosed in our Schedule of Fees.

If you call us with a stop payment order, we may also require you to present your request in writing within fourteen (14) days after you call. If you stop any preauthorized payment to another party, we may not make further payments to that party until you have provided a new authorization or have requested us in writing to resume making those payments. After six (6) months, any stop payment will terminate and must be renewed in order to continue effect. East Boston Savings Bank may pay any item that is presented following the lapse of any stop payment order.

#### 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 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.

You will tell us at once if you believe your Username or Password has been lost or stolen. Telephoning us is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50) if someone uses your Online Banking account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your Online Banking account and we can prove we could have stopped someone from using your Online Banking account without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

#### Our Liability Limitations

We will process and complete all Online Banking transactions and transactions initiated through 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:

- If, through no fault of ours, you do not have enough money in your account to complete the payment or transfer.
- If the payment or transfer would go over the credit limit on your overdraft line.
- If the payment does not appear in the "Payments Outbox" at the time you initiate a bill payment or a modification of a bill payment.
- If the 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.
- If the Payee mishandles or delays crediting or accounting for a payment properly sent by us.
- If you did not properly initiate a transaction or provide us with the correct names and account information for your payees.

- 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.
- We have received incomplete or inaccurate information from you or a third party involving the account with respect to a transfer or payment.
- We have reasonable basis to believe that an unauthorized use of your User ID, Password, or account has occurred or is occurring.
- The funds are subject to legal process or other hold or encumbrance restricting such payment or transfer.
- Your subscription to the Service or your account has been terminated for any reason.
- There may be other exceptions stated on our agreement with you.

East Boston Savings Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your personal computer using a virus protection product.

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.

#### Error Resolution

In case of errors or questions about your electronic fund transfers, telephone us at 800-657-3272 or write us at East Boston Savings Bank, 67 Prospect St, Peabody MA 01960. 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. You must 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.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or point of sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) calendar days after the first deposit to the account is made, including those for foreign initiated or point of sale transactions.

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.

#### Suspension of Service

In the event of repetitive overdrafts, failed payments or transfers, we reserve the right to suspend your subscription to Online Banking Services. This suspension may be made without prior notice to you. If your subscription is suspended, transactions that were previously scheduled will be canceled.

#### 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 Online Banking Services, we will provide this party with information about your accounts and your 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 Online Banking Service.

- 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.

#### Termination

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 or writing to us at East Boston Savings Bank, 67 Prospect St, Peabody MA 01960. 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.

#### Joint Accounts

If your account is a joint account, a request for 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 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 Online Banking Services. We are not responsible for notifying any remaining account holders of the 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 be 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 here, as amended from time to time, shall supersede any and all other representations made by our employees.