

with any questions you may have regarding this notice.

## NOTICE OF VARYING AMOUNTS

If regular electronic payments from your account will vary in amount, the person or company you are going to pay will tell you, at least 10 days before each payment, when the payment will be made and the amount of the payment. The person or company initiating this electronic payment may also offer you the option of receiving this notice only when the payment differs by more than a certain amount from the previous payment or when the amount of the payment exceeds certain limits that you set.

## STOPPING PREAUTHORIZED PAYMENTS

If you have instructed us in advance to make regular payments to a third party out of your account, you can place a stop on any one of these by following these instructions:

- Call us at 1-877-463-6287, between 7:00 a.m. and 9:00 p.m., Monday through Friday or 8:30 a.m. to 3:00 p.m. Saturday (we may also require you to put your request in writing and get it to us within 14 days after you call); or
- Write us at 120 Flanders Road, P.O. Box 5210, Westborough, MA 01581-5210, Attn: Electronic Banking Department, in time for us to receive your request 3 business days or more before the payment is scheduled to be made.

A fee may be charged for each stop payment request you make, as noted in the Consumer Fee Schedule or the Business Fee Schedule. If you ask us to stop one of these payments 3 or more business days before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

A request to stop payment is valid for one preauthorized payment, namely the one made immediately following the request (subject to the 3 business day notification period noted above). Thereafter, the stop payment request is released and subsequent payments are allowed.

Please refer to our Online Banking agreement for information on stopping, canceling, or changing bill payment transactions that you have previously scheduled.

## STOPPING EFTS

Initiation of an EFT by you from your account will effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. AS A RESULT, WE ADVISE YOU NOT TO USE ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

## DOCUMENTATION OF EFTS

**Terminal Transactions** - If you choose, you may request a receipt at the time you make a transfer to or from your account using one of our ATMs. For electronic transactions conducted at locations outside of the bank's ATMs, you may or may not receive a receipt for the transaction if the amount of the transaction is less than \$15.00. Be sure to ask if you have any questions about the other entity's receipt policy and procedures.

**Preauthorized Credits (Direct Deposits)** - If you have arranged to have direct deposits made to your account at least once every 60 days by the same person or company, the person or company initiating the direct deposit will notify you every time they send us the money. You may also call us at 1-877-463-6287 during normal business hours to find out whether the deposit has been made.

**Periodic Statements** - You will receive a statement for your account for each month in which an EFT occurs. If no such transfer occurs, you will receive a statement at least quarterly.

**Passbook Accounts** - The only type of EFT available on passbook accounts is a preauthorized credit (direct deposit). If you bring your passbook to us, we will record any electronic deposits that were made to that account since the last time your passbook was updated.

## DOCUMENTATION AS EVIDENCE

Any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima-facie

proof that such transfer was made.

## CONFIDENTIALITY

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

1. Where it is necessary to complete a transfer;
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders;
4. If you give us written permission, provided, however, that such written permission shall not remain in effect longer than 45 days;
5. To a person authorized by law to have access to our records in the course of such person's official duties;
6. To any attorney or collection agent of the Bank;
7. To an employee or auditor of the Bank solely for the purpose of an official audit or accounting;
8. To an employee of the Bank for the purpose of pursuing or disposing of a dispute or claim involving an account; and
9. In accordance with our Privacy Policy.

## FINANCIAL INSTITUTION'S LIABILITY

If we do not complete an EFT 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, we will not be liable under any of the following circumstances:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If you have an overdraft line of credit and the transfer will exceed the credit limit on your overdraft line of credit;
- 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, or power loss, prevent the transfer, despite reasonable precautions that we have taken;
- If the ATM where you are performing the transfer does not have enough cash;
- If the merchant operating a POS terminal where you are expecting to receive cash back does not have sufficient funds to complete your transaction;
- Other exceptions as stated within this disclosure, the Online Banking agreement, or other agreements with you.

## CHANGES TO AND TERMINATION OF EFT SERVICES

We may change these terms and conditions for our EFT services. In instances where such changes will result in increased cost or liability to you or decrease your access to your account, we will send you written notice in accordance with applicable law. In situations where the change is made for security purposes, we will not notify you. If you wish to stop using your card or PIN, or discontinue using any other EFT service, you may do so by calling us at 1-877-463-6287, between 7:00 a.m. and 9:00 p.m., Monday through Friday, 8:30 a.m. to 3:00 p.m. Saturday, or you may write us at 120 Flanders Road, P.O. Box 5210, Westborough, MA 01581-5210, Attn: Electronic Banking Department. If you call, we may require you to send us a written request within ten (10) days after your call. We may also terminate your EFT services at any time. Whether you terminate the services or we do, the termination will not affect your obligations under these terms and conditions, even if we allow any transaction to be completed after the terms and conditions has been terminated. Refer to the Online Banking agreement for instructions regarding the termination of the Online Banking service.

## CONTACT IN EVENT OF UNAUTHORIZED EFT

If you believe that your card, PIN or password has been lost or stolen or that someone has transferred, or may transfer money from your account, including a transfer made using information from your check, without your

permission **call us at 1-877-463-6287 between 7:00 a.m. and 9:00 p.m., Monday through Friday or Saturday, 8:30 a.m. to 3:00 p.m., or write us at 120 Flanders Road, P.O. Box 5210, Westborough, MA 01581-5210, Attn: Electronic Banking Department. Additionally, during non-business hours, you may call our 24-Hour Helpline at 1-800-424-2424 to notify us that your Debit Mastercard has been lost or stolen, or used without your permission.**

**The following information pertains only to deposit accounts held by consumers.**

## CONSUMER'S LIABILITY

If you believe your password (for Online Banking), or card, or personal identification number (PIN) have been lost, stolen, or used without your permission, or if you believe that an EFT has been made without your permission using information from your check, please notify us **AT ONCE**. Calling us immediately is the best way to reduce possible losses. You can lose no more than \$50.00 if your card, PIN, or password is used without your permission. Also, if your statement shows transfers that you did not make, by card, code, or other means, tell us at once. If you do not notify us within 60 days after your statement was mailed to you, you may not get back the money you lost after the 60 day period if we can prove that we could have stopped someone from taking the money had you told us in time. If a special circumstance (such as a long trip or hospital stay) prevented you from telling us, we may extend the time period.

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EFTS

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, call us at 1-877-463-6287 between 7:00 a.m. and 9:00 p.m., Monday through Friday, Saturday 8:30 a.m. to 3:00 p.m., or write us at 120 Flanders Road, P.O. Box 5210, Westborough, MA 01581-5210, Attn: Electronic Banking Department. **We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.**

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

**If you tell us this information orally, we may require that you send us your complaint or question in writing within 10 business days.** Also, please note:

- We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly.
- If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within 10 business days for the amount you think is in error, providing you with access to your money while we complete our investigation.
- If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.
- For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or questions.
- For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.
- We will share the results with you within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.
- You may ask for copies of the documents that we used in our investigation, subject to certain privacy restrictions

# INITIAL DISCLOSURE of TERMS AND CONDITIONS of ELECTRONIC FUND TRANSFER SERVICES and CARDHOLDER AGREEMENT



**1-877-463-6287**

## TERMS AND CONDITIONS OF ELECTRONIC FUND TRANSFER SERVICES

### This information pertains to deposits accounts held by consumers and non-consumers.

Please review the following disclosure of terms and conditions relating to your electronic fund transfer service(s) (EFT) with us. Specifically, this notice applies to your use of the Telephone Banking service, your ATM Card or Debit Mastercard® (hereinafter referred to as Card), Online Banking, bill pay, direct deposits, and preauthorized withdrawals via ACH.

### DESIGNATED ACCOUNTS

When you request a Card or Online Banking from us, or you request a pre-authorized withdrawal, you choose the accounts for which you want access as your “designated” accounts. If you are requesting a Debit Mastercard or bill pay, then you must choose a checking account as one of your designated accounts. Your designated accounts will earn interest as per our regularly published schedule of interest rates.

You may choose to access any of the following types of accounts:

- checking (Freedom Blue®, Freedom Gold®, Freedom Platinum®, Business Blue, Business Gold, Business Plus, or Business NOW),
- statement savings (cannot be used for debit purchase, Point Of Sale (POS) transactions, or bill pay).
- Money Fund, Freedom Gold Money Fund, Freedom Platinum Money Fund, or Business Money Fund. (cannot be used for debit purchase, POS transactions, or bill pay).

All accounts are subject to the rules and regulations governing that type of account.

If you have a joint account, you and your fellow joint account holders may exercise any and all rights hereunder individually and shall be jointly and severally liable for the obligations incurred under these terms and conditions and will be bound by same. Each person named on the account may use any deposit account, including EFT services, and may close the account. In any such event, such action shall be binding upon all account holders.

### MAINTENANCE OF ACCOUNTS

You agree to maintain at least one account for which your card or other EFT service can be used. If you close all such accounts, you must return your card to us immediately.

### OWNERSHIP OF CARD

The card that we issue to you will remain our property and you may not transfer it to any other person. You agree to return the card to us immediately upon demand or upon termination of your card service.

### AUTHORIZATION TO WITHDRAW FUNDS FROM YOUR ACCOUNT(S)

You hereby authorize us to withdraw funds from your account(s) to satisfy any EFT which you have made utilizing your card or other EFT service. Such authorization includes the right to charge your accounts for funds distributed to you and for charges that you have incurred.

### UNLAWFUL USE

You agree not to use your card or EFT service to initiate any EFT that is unlawful under applicable law, such as unlawful gambling.

### NETWORKS YOU MAY USE

You may use your ATM card at any ATM displaying Middlesex Savings Bank’s name or at any ATM or POS terminal displaying the Cirrus®, Accel™, or Allpoint® network symbols. Additionally, Debit Mastercard holders may also use their Debit Mastercard at all locations that accept Mastercard.

### BUSINESS DAYS

For purpose of these disclosures, we consider every day a business day, except Saturdays, Sundays and federal holidays.

### TYPES OF EFTS

The following are types of EFTs available to you. Please note that not all services may be available at all terminals. Additionally, you may have chosen to limit electronic access to only some of your accounts. In the future, we may add other types of EFTs that may be conducted. In such an event, we will notify you as to the nature and frequency of those transactions.

**Direct Deposits** – You may have direct deposits made to your account (excluding CD accounts and Fixed Rate Retirement CD accounts) at least once every 60 days from the same entity.

**Preauthorized Payments** – You may have preauthorized payments made from your Freedom Blue Checking, Freedom Gold Checking, Freedom Platinum Checking, Money Fund, Freedom Gold Money Fund, Freedom Platinum Money Fund, Business Blue, Business Gold, Business Plus, Business NOW, or Statement Savings account.

**Balance Inquiries** – Using your card, you may check the balance on your designated account(s) at any of our ATMs or at any ATM displaying the Cirrus, Accel, Allpoint, or Mastercard network logos, as long as the institution that owns the ATM allows you this access. You may also call our Telephone Banking automated phone system at 1-800-424-2424 or Online Banking to access account information. If you have an overdraft line of credit, the authorized amount available may be reflected in the “available balance” when conducting a balance inquiry at an ATM.

**Withdraw Cash** – Using your card you may make cash withdrawals from your designated accounts at any ATM on the above-mentioned networks. **Deposit Cash and Checks** – Using your card, you may make cash or check deposits to your designated accounts with us at any Middlesex Savings Bank ATM. **Transfer Funds** – Using your card, you may transfer funds between your designated accounts with us at any Middlesex Savings Bank ATM or any ATM displaying the Cirrus, Accel, Allpoint, or Mastercard network symbols. You may also transfer funds between your designated accounts by accessing Telephone or Online Banking. If a hold is placed upon any portion of deposits made to an account from which you wish to transfer funds, you may not transfer the portion “held” until the hold expires.

**Obtain Loan Advances** – If you have an Overdraft Line of Credit or Business Reserve Line of Credit with us, you may obtain advances to your checking account up to the amount of your available credit limit by using your card, or by accessing Telephone or Online Banking.

**Electronic Check Conversions** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases, or
- Pay bills.

This is called an electronic check conversion and is a process in which your check is used as a source of information, for the check number, your account number, and the number that identifies your financial institution. The information is then used to make a one-time electronic payment from your account, an electronic fund transfer. The check itself is not the method of payment. It is important to remember that with this type of transaction, the transfer of funds may be immediate.

**Other EFTs** – You may authorize third parties to electronically debit your account at point of purchase locations or otherwise utilizing information about your account which you provide to such third parties and which transfer we elect to honor. You may pay for fees for electronic representation of a dishonored check where you have agreed that such fees may be debited to your account electronically.

**Online Banking** – If you enroll in our Online Banking, you may use your password to engage in any of the following transactions or activities, all of which are in accordance with the terms and conditions of our Online Banking Agreement. You can:

- access account and balance information
- transfer funds between certain designated accounts
- make loan payments
- review transaction activity

- pay bills
- reorder checks
- change your address with us
- view images of checks written
- request a stop payment on a check written by you and payable from your designated checking account.

**Card (POS and debit) Purchases** – Using your ATM card in conjunction with your PIN, you may access your Freedom Blue Checking, Freedom Gold Checking, Freedom Platinum Checking, Business Blue, Business Gold, Business Plus, or Business NOW account to purchase goods and services at POS terminals that display the Cirrus, Accel, or Allpoint, network symbols. You may also use your Debit Mastercard to make purchases at any merchant that accepts Mastercard.

When you use your card to make a purchase, you are requesting that we withdraw funds from your designated checking account to pay for that purchase. If you do not enter a PIN, transactions may be processed as either a Debit Mastercard transaction or a transaction on the Cirrus or Accel Networks, as determined by the merchant. Please be advised that if you choose a transaction that is processed on the Cirrus or Accel networks different terms may apply and you will not be eligible for certain protections or rewards applicable to the Debit Mastercard.

You may not place a Stop Payment on debit or POS purchases. We may place a hold of up to 3 business days on the funds available in your designated account and any available portion of your Overdraft Line of Credit (if attached to that account) necessary to cover that purchase. The amount of the hold placed will equal the amount of your purchase and held funds will not be available for withdrawal during the hold period.

Please note that using your card to purchase goods and services may result in an advance from your Overdraft Line of Credit. For more information on the terms and conditions governing your Overdraft Line of Credit, please refer to the Revolving Credit Agreement you received at the time you opened the Overdraft Line of Credit.

### LIMITATIONS ON TYPES AND FREQUENCY OF EFTS

**Money Fund, Freedom Gold Money Fund, Freedom Platinum Money Fund Business Money Fund, and Statement Savings Accounts** – During each calendar month, you are limited to making no more than 6 transfers to another account with us or to a third party by means of preauthorized or automatic transfer, or telephonic agreement, order or instruction, or by check, draft, debit card or similar order made by you and payable to third parties. Please note, for purposes of this limitation, transfers made using Online Banking are counted against the permissible number of transfers.

**Passbook Savings Accounts** – Card purchases, ATM withdrawals, Telephone Banking, Online Banking, and ACH debit transactions (preauthorized payments) are not allowed from a Passbook Savings account.

**Cash Withdrawals** – You may make an unlimited number of withdrawals each day, up to your daily dollar limit.

**Point-of-Sale (POS) Purchases** – You may make an unlimited number of POS purchases each day, up to your daily dollar amount.

We may impose additional limitations on the number of transfers to or from your designated accounts.

### LIMITATIONS ON DOLLAR AMOUNTS OF EFTS

**Cash Withdrawals** – Using your card, you may withdraw up to \$500.00 from any combination of designated accounts each day, unless you apply for and are approved for a higher or lower daily amount. If the available funds in any designated account total less than the approved daily withdrawal limit, then only the lesser amount can be withdrawn. At any time, you may provide us with a written request that your withdrawal limit be lowered to as little as \$50.00 per day.

**Card Purchases** – Using your card, you may access your designated checking account and withdraw funds to purchase up to \$1000.00 in goods and services each day, unless you apply for and are approved for a higher or

lower daily amount. In the case of POS transactions, you may choose to withdraw an amount of funds that exceeds the amount of your purchase. Merchants that process such POS transactions may also set their own cash back limits or refuse to honor cash back transactions. For security reasons, there may be other limitations on the dollar amounts of the transfers you can make using our terminals, automated telephone service, or other EFT service.

### FEES FOR CONDUCTING EFTS

For information on fees, please refer to our regularly published Consumer Fee Schedule or the Business Fee Schedule, provided to you at account opening and when you requested EFT access to your accounts, for fees that you may incur as a result of performing an EFT. There are two categories of fees that you may incur:

- ATM Service Charges — those assessed for each transaction you make using our ATM services.
- Account maintenance charges — those assessed against your account on a monthly basis as disclosed in our Consumer Fee Schedule or the Business Fee Schedule.

In addition, when you use an ATM not owned by us, you may also be charged a fee by the ATM operator or any network used, and you may be charged for a balance inquiry even if you do not complete an EFT.

You agree to pay all such fees which you have incurred and hereby authorize us to charge your deposit account (s) with the aggregate outstanding amount of such fees from time to time.

### FOREIGN TRANSACTIONS

Purchases, cash withdrawals and cash advances made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee may be imposed by Mastercard on all foreign transactions, including purchases, cash withdrawals, cash advances and credits to your account. This fee will appear as part of the transaction amount on your statement.

A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands. A devaluation of the US dollar against the foreign currency in which the transaction was made will result in a higher than expected dollar amount charged to your account. This currency differential, along with any transaction fee for the foreign exchange could result in your account becoming overdrawn.

### NON-MASTERCARD PINLESS DEBIT TRANSACTIONS

You may use your Debit Mastercard to initiate both Mastercard debit transactions and non-Mastercard debit transactions without using a personal identification number (PIN) to authenticate the transactions. To initiate a Mastercard debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Mastercard network. To initiate a non-Mastercard debit transaction, you may enter a PIN at a point-of sale terminal or, for certain bill payment transactions, provide the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Mastercard transaction. We have enabled non-Mastercard debit transaction processing on the Accel network. The rights and protections applicable only to Mastercard debit transactions, including additional consumer liability limits and streamlined error resolution procedures, as described in your Electronic Fund Transfers Agreement and Disclosure will not apply to transactions processed through the Accel network. Please contact the Bank