

# Electronic Banking Disclosure and Agreement



**EASTERN SAVINGS BANK<sup>®</sup>**

Established 1905

[easternsavingsbank.com](http://easternsavingsbank.com)

(Effective December 1, 2020)

## I. Introduction

**1.01 General Information.** This Electronic Banking Disclosure and Agreement (the "Agreement") sets forth the terms and conditions for use of our online and electronic banking services, as described herein. You should read this Agreement carefully and keep an electronic or hard copy of it with your records. The terms "you" and "your" refer to all holders and authorized users of any Account which may be accessed through electronic banking services. By using any electronic processes we provide in order to establish your acceptance of this Agreement and/or other terms and conditions related to the Agreement, you acknowledge and agree that you are using an electronic signature to signify your intent to be bound, and you agree to do business with us and exchange information electronically, as provided in this Agreement and as we may direct. Each time you use any Service described in this Agreement, or allow any other person to use any Service in relation to any of your accounts or financial products or services, you are confirming your acceptance of the terms of this Agreement (including, but not limited to, the terms of that particular Service) that are in effect at that time.

In conjunction with the DEPOSIT ACCOUNT AGREEMENT, this Agreement supersedes all prior oral or written agreements, understandings, or communications regarding the Services. The Bank's managers and employees do not have the authority to verbally or otherwise modify or change these contract rights and obligations except in writing as provided below in "Changes in Terms." Certain information concerning fees applicable to Services is contained in our BANKING SERVICES AND FEES schedule, which has been provided to you and is also available on our website and in any of our deposit branches.

Use of Eastern Standard Time: In this Agreement, all references to specific times are deemed to be Eastern Time (ET) (daylight or standard as applicable).

### **1.02 In Case of Errors or Questions about Your Electronic Transaction(s):**

To report errors or questions about your electronic transaction(s), please contact us as indicated below as soon as you can. If you think your statement or receipt is wrong, or if you need more information about a Transaction listed on the statement or receipt, please contact us. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

**Phone:** 1-800-787-7372  
9:00 a.m. - 4:00 p.m., Business Days Only

**To report Lost/Stolen Cards/PINs on Evenings, Weekends, and Holidays call 1-800-754-4128**  
**Call 1-800-544-2939** to report other Account security concerns on Evenings, Weekends, and Holidays

**Write:** Eastern Savings Bank, fsb  
Attention: Deposit Operations Department Executive Plaza 2  
11350 McCormick Road, Suite 200 Hunt Valley, MD 21031  
**E-mail:** [customerservice@easternsavingsbank.com](mailto:customerservice@easternsavingsbank.com)  
**In Person:** At any Eastern Savings Bank deposit branch office

For more information on our deposit branch hours and locations, visit us on the web at [easternsavingsbank.com](http://easternsavingsbank.com), see our GUIDE TO BRANCH HOURS AND LOCATIONS or call our 24-hour telephone banking system, "EMMA," at 410-568-6307 (1-877-528-7786 if you are calling from outside the Baltimore/Metropolitan area).

In all cases, in order for us to process your inquiry, you must write, call, or contact us in person:

- a. Tell us your name and Account number (if any).
- b. Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 Business Days. We will tell you the results of our investigation within 10 Business Days (20 Business Days involving a "new" Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for Transactions involving a new Account or any foreign-initiated Transactions or any Transaction conducted at a POS Terminal)

to investigate your complaint or question. If we decide to do this, we will provisionally recredit your Account within 10 Business Days (20 Business Days for Transactions involving a new Account) for the amount you think is in error, so that you have 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 by the time we would otherwise recredit your Account as provided in the prior sentence, we may not recredit your Account. An Account is considered a "new" Account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

## II. Terms and Definitions

The following terms and definitions apply when used in this Agreement:

- "Access Credentials" means any personal or secret code or personal identification number (PIN), including any code or PIN used in connection with any out-of-band authentication procedures, user identification technology, fingerprint or touch identification, facial recognition, token, certificate, access device, security questions, procedures, processes, or credentials selected by you or issued to you by us, as the case may be, that will be used by you to obtain access to the Services, to authenticate you, and/or to authorize Service transactions and activity. The term includes, as the context may require, any additional access numbers, words, or codes required by the applications or equipment that you use in connection with the Services or that are otherwise established by you.
- "Account" as used in this disclosure may mean a demand deposit (checking), savings, or other consumer asset account (other than an occasional or incidental credit balance in a credit plan) that you maintain with us and that is established primarily for personal, family, or household purposes (or such other meaning as may be ascribed to the term "account" from time to time in Regulation E of the Consumer Financial Protection Bureau).
- "Authorized Users" means, as applicable, authorized signers on your Service Accounts or other trusted employees, agents, and/or persons whom you want to act as your representatives to access your Service Accounts and to use the Services on your behalf.
- "Bill Pay Service" means the electronic bill payment service described in and provided under the terms of this Agreement.
- "Business Day" means, with respect to us, Monday through Friday, except when those days are holidays or days on which we may be closed due to emergency conditions.
- "Card" means a debit card issued by us to you and associated with an Account.
- "Device" means a Card or compatible and supported personal computer or other electronic computing or access device (including a Wireless Device, as the context may require) that meets the requirements for use of the Services. Certain Devices may not be compatible for use in connection with all Services described in this Agreement.
- "Mobile Banking Service" means the mobile electronic banking services described in and provided under the terms of this Agreement, also known as "EasternEase Mobile."
- "Mobile Remote Deposit Capture Service" means the Wireless Device check scanning and check image transmission service described in and provided under the terms of this Agreement. This service may also be known as mobile deposits.
- "Online Banking Service" means the basic online banking services and features described in and provided under the terms of this Agreement, also known as "EasternEase Online".
- "Online Statements Service," also known as "eStatements," means the electronic account statements service described in and provided under the terms of this Agreement.
- "Service(s)" means any product or service we provide to you under or pursuant to the terms of this Agreement, as the context may require.
- "Service Account" means any account or other financial product or service that you maintain with us and in connection with which you use or may use any function or feature of any Service. A Service Account may include, for example and without limitation, a deposit account, or a loan account or other line of credit account. We reserve the right to determine the eligibility and/or ineligibility of any account or financial product or service as a Service Account, and the eligibility and/or ineligibility of any Service Account for any Service functionality or transaction, at any time and from time to time, in our sole and absolute discretion and without notice to you, subject to the requirements of applicable law. You may call us at the telephone number provided in the "Errors or Questions" section of this Agreement for current information about the eligibility of certain accounts, products and services as Service Accounts and the eligibility of certain Service Accounts for certain Services.
- "Service Email Address" means any email address you provide to us for notification purposes, as updated from time to time by you, in connection with your enrollment in and activation of EasternEase Online. It is solely your responsibility to ensure that each Service Email Address is current and accurate at all times.
- "Transaction(s)" means all electronic funds transactions performed through one or more of the Services, including ATMs, Point of Sale (POS) Terminals, electronic direct deposits and debits, external transfers, mobile banking deposits, telephones, Internet-enabled device, and other electronic means.
- "We", "us", and "our" mean and refer to, as the context may require, Eastern Savings Bank, and any agent, independent contractor, vendor, service provider, designee, or assignees that we may, in our sole discretion, involve in the provision of the Services. With regard to any arbitration and/or waiver of jury trial provisions set forth in this Agreement, such terms additionally include any parent, subsidiary, or affiliate of Eastern Savings Bank, and any employees, officers, directors, agents and/or representatives of Eastern Savings Bank's subsidiaries, or affiliates.
- "Wireless Device" means a compatible and supported mobile phone and/or other compatible and supported wireless devices that may be used in connection with any mobile Services described in this Agreement.
- "You", "your", and "yours" mean and refer to (i) each and every person who now or hereafter is an account holder or owner with respect to, or has any interest in, any Service Account, and (ii) each and every person who now or hereafter subscribes to or uses any Service (including, without limitation and as the context may require, any person permitted by you to use any Service).

Other terms may be defined elsewhere within this Agreement.

### III. Electronic Fund Transfer Disclosure to Consumers

THE DISCLOSURES AND TERMS IN THIS PART ARE APPLICABLE ONLY TO THE EXTENT THAT USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT AND/OR THE SERVICE ACCOUNTS RELATED TO THE USE OF THE SERVICES ARE PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD USE. SUCH DISCLOSURES AND TERMS DO NOT APPLY TO THE EXTENT THAT USE OF THE SERVICES IS FOR NON-CONSUMER PURPOSES, EXCEPT AS NOTED IN SECTION XV.

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Fund Transfer Act ("EFT Act"). These include certain transactions that can be made using the Services described in this Agreement. Your rights, protection, and liabilities as a consumer are outlined in the following disclosure in accordance with the EFT Act. Our obligations and liabilities are also summarized for you. Please read and become familiar with all parts of this disclosure. Be sure to retain the telephone numbers and addresses found in the "Errors or Questions" section of the Agreement that you may need in order to limit your liability and to resolve problems that you may have concerning electronic transfers. This disclosure supplements other electronic fund transfer disclosures that you may receive in connection with other electronic fund transfer services affecting your Accounts.

#### 3.01 Types of Available Transfers and Limits on Transfers.

- a. The funds transfer and payment Services generally enable you, through the use of your Device to transfer funds to and from your Account, to pay bills directly from your Account in the amounts and on the days you request, and to make other payments and remittances of funds from your Account. These transactions are described in detail in the following sections of this Agreement.
- b. Limitations apply to transfers and transactions that may be made through the Services, including limits or restrictions on the number and dollar amount or types of transfers or transactions that we may from time to time impose for security reasons. Limitations are described in more detail in the following sections of this Agreement and in the ELECTRONIC TRANSACTION LIMITS disclosure appended hereto and available at any branch office or on easternsavingsbank.com. Also, your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law.

3.02 Right to Receive Documentation of Transfers. All fund transfers completed through the Service will appear on your periodic statement for your applicable Account. You will receive a periodic statement each month for each Account from which or into which a fund transfer through the Service has been completed during the month. For all other Accounts, you will receive a periodic statement at least quarterly, or as required by applicable law or the terms of the respective agreements governing such Accounts. The periodic statement will include a description of the transactions completed through the Service.

3.03 Disclosures of Charges for Transfers or Right to Make Transfers. Certain fees and charges associated with the use of the Services are disclosed in the disclosures and fee schedules that have been provided to you in connection with your Account. Fees for transfers made using certain Services will be disclosed at the time you request the transfer. Fees are subject to change. Please contact us as provided in the "Errors or Questions" section of this Agreement or visit one of our banking offices or easternsavingsbank.com for current information about applicable fees or to obtain our BANKING SERVICES AND FEES disclosure. Any charges associated with the use of the Services are in addition to service charges and fees otherwise applicable to your Account and/or other services related to your Account.

3.04 Your Liability for Unauthorized Transfers; Advisability of Prompt Reporting. An unauthorized transfer means a transfer from your Account that is initiated without your authority to initiate the transfer and from which you receive no benefit. The term does not include any transfer that is initiated by a person who was furnished with your Access Credentials by you, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification.

- a. Tell us AT ONCE if you believe your Card/code or access credentials have been lost or stolen, your PIN/Password has been discovered by someone else, someone has conducted or may conduct a Transaction without your permission, or if you believe that an electronic fund transfer has been made without your permission by someone using information from your check. Contact us immediately as described in Section 1.02, Errors or Questions about Your Electronic Transaction. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two Business Days, you can lose no more than \$50 if someone used your Card/PIN/Password without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your Card/PIN/Password, and we can prove we could have stopped someone from using your Card/PIN/ Password without your permission if you had told us, you could lose as much as \$500.
- b. Also, if your statement shows Transactions that you did not make, including those made by Card, code, or other means, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you or electronically delivered (eStatements) you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If good reasons (such as long trips or a hospital stay) kept you from telling us, we will extend the time periods to a reasonable limit. Notice of lost Cards/PINs/Passwords or unauthorized Transactions is considered given to us either in person, by telephone, or in writing. If you notify us in writing, notice is considered given at the time you place the notice in the mail or when you deliver the notice for transmission by any other means.

If you think your statement or receipt is wrong; or if you need more information about a Transaction listed on the statement or receipt, call or write us as indicated in Section 1.02 as soon as you can.

3.05 Our Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages in accordance with the applicable consumer or non-consumer sections of this Agreement. However, we will not be liable (and any guarantee within this Agreement as to the timely delivery of transfers will not be applicable) if any of the following occurs:

- Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;

- The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- Your telephone, Device, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- You do not properly follow instructional materials provided in connection with the Service;
- You do not authorize a transfer within a sufficient period of time for your transfer to be completed by any applicable deadline;
- You have not provided us with correct, complete or accurate information necessary to complete the transfer;
- Any third party involved in the transfer mishandles or delays the handling of the transfer;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transfer;
- Your Access Credentials have been reported lost or stolen;
- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- If the Transaction would exceed one of the established limits contained in the Agreement or communicated to you in writing as a case-by-case exception;
- Any telecommunications or other utility service you use in connection with the Service has been disconnected or there are deficiencies in the quality of such service;
- If the account is dormant;
- If we or you have terminated this Agreement or closed the Account;
- Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- Making a transfer would cause us to violate any law, rule, or regulation to which we are subject;
- Your Account is presumed abandoned under applicable law, or we consider your Account to be dormant or inactive under our policies and procedures; or
- Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other qualifications or exceptions to liability stated in this Agreement or in other agreements we have with you, or otherwise provided by applicable law.

**3.06 Disclosure of Account Information to Third Parties.** We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- If you give us your written permission; or
- Otherwise in accordance with our privacy notice (which you may obtain at [easternsavingsbank.com](http://easternsavingsbank.com) or at any of our banking offices) or as described in this Agreement.

**3.07 Business Day for Transaction Purposes.** Transactions made at 4:00 p.m. or later on a Business Day, or on Saturdays, Sundays, and banking holidays, will be posted the next Business Day, except as noted in other sections of this Agreement for specific services. Deposited funds may not be available for immediate withdrawal. See the Deposit section of our DEPOSIT ACCOUNT AGREEMENT for further details.

**3.08 Stopping Preauthorized Payments.** If you are a consumer customer and have regular payments made to others out of your Account, you can stop any or all of these payments. Call us at any of our deposit branch locations or our Customer Service Center at 1-800-787-7372 during business hours (see our GUIDE TO BRANCH HOURS AND LOCATIONS) or write to us at Eastern Savings Bank, fsb, Attention: Deposit Operations, Executive Plaza 2, 11350 McCormick Road, Suite 200, Hunt Valley, Maryland, 21031. We need to receive your request three Business Days or more before the payment is scheduled to be made. Please specify if you are placing a one-time stop on a specific single payment or you are revoking all future payments to that payee. If you call, we may also require you to put your request in writing. We must receive your written request within 14 days after you call. The charge for stopping payment or revoking a direct debit is listed in the BANKING SERVICES AND FEES schedule.

**3.09 Liability for Failure to Stop Payment of a Direct Debit.** If you order us to stop a direct debit from your Account three Business Days or more before the Transaction is scheduled, and we do not do so, we will be liable for your losses or damages as provided under law.

## **IV. Online Banking Service**

**4.01 Terms and Definitions.** The following terms and definitions apply with respect to EasternEase Online and our 24-hour telephone banking system, EMMA:

- “Deposit Only Account” means a deposit account maintained with us by a third party which may be designated to receive Funds Transfers from your Service Account, as we may allow in our discretion.
- “Funds Transfer” means a transfer of funds to or from your Service Account. The term also includes a transfer of funds from your Service Account to a Deposit Only Account, as the case may be.

**4.02 General Description of Service.** Subject to the terms and conditions of this Agreement, the Online Banking Service enables you to use your Device to do the following using the EasternEase Online banking product:

- Obtain balance information.
- Pay bills from your Bill Payment Account.
- Transfer funds between your Accounts.
- Obtain statement information.
- Review recent Transaction information to confirm deposits and checks cleared.

- Transfer funds to accounts you have with other financial institutions that you have designated for such transfers.
- Import and export Account information into compatible financial management software.
- Request information and apply for our other products/services.
- Send electronic mail to the Bank.

If you need assistance with this service, you may call 1-855-518-0506.

By using EMMA, our 24-hour telephone banking system, you may access your Account(s) through any touch-tone telephone at 410-568-6307 to:

- Obtain Account balances.
- Obtain Transaction history.
- Transfer funds between Accounts.
- Make payments to your Overdraft Protection Line of Credit.
- Obtain deposit interest rates.
- Verify that a check has cleared.
- Verify that a deposit has been made.
- Place a stop payment on a check.
- Place a check reorder.
- Request a photocopy of a check.
- Report a lost or stolen Card.
- Request a copy of a statement or tax form.
- Update the status of your inactive Account.
- Obtain current mortgage information.
- Obtain new loan information (during regular business hours only).

4.03 Service Account Inquiries. You may use EasternEase Online or EMMA to determine the balance and recent activity in Service Accounts. Any balance or recent activity provided through the Service will include a date as of when the balance is current. The balance or recent activity provided through the Service may include deposits still subject to verification by us. Also, the balance or recent activity provided may differ from your records because it may not include deposits in process, outstanding checks, or other withdrawals, payments, charges, or transactions.

4.04 Limitations on the Dollar Amount of Transactions. For EMMA, our 24-hour telephone banking system, Transactions and online banking and bill pay service Transactions, you may transfer the available balance from an Account to another Account or pay bills up to the available balance in your Bill Payment Account in accordance with the ELECTRONIC TRANSACTION LIMITS disclosure appended hereto and available at any branch office or on easternsavingsbank.com.

4.05 Posting of Telephone Transactions: For transactions not originated through EMMA, transactions generally initiated between the open and close of a Business Day will post to the Account on the same day. Transactions will be confirmed with a confirmation number only if you have sufficient and available funds in your Account. Transactions initiated outside of business hours will post on the next Business Day. For transactions originated through EMMA, transfers processed between 6:00 a.m. ET and 8:00 p.m. ET on a Business Day will be processed as "Today" transactions. Transfers processed after 8:00 p.m. ET on a Business Day or at any time on a non-Business Day will be processed on the next Business Day.

4.06 Transfers among Service Accounts. You may use EasternEase Online to make one-time or recurring Funds Transfers or EMMA to make one-time Funds Transfers to and from Service Accounts. You agree to follow the applicable Service instructional material we provide in order to schedule and initiate fund transfers. Because of the time required to process transactions, a Funds Transfer that you initiate may or may not be reflected in the balances of your affected Service Accounts in the Service before the transfer is actually processed and posted in our official records for the Service Accounts. Subject to the requirements of applicable law, you agree that we shall have a reasonable opportunity and time to complete the posting of Funds Transfers. A Funds Transfer must be entered before any business day cutoff time that may be displayed in the Service application in order for the transfer to be processed and posted on the same business day. A Funds Transfer that is initiated after the business day cutoff time or that is scheduled for a future date that is not a business day (including recurring Funds Transfers that are scheduled for future dates) will be processed and posted no later than the next business day. It is your responsibility to schedule each Funds Transfer far enough in advance to ensure that we have sufficient time to receive and process your transfer request by the time you require the movement of the funds and the posting of the transaction. Please refer to applicable Service instructional material for additional information on Funds Transfer options. Future Dated Transfers may be cancelled or changed through the Service at any time prior to the Transmit Date. If you use the Service to transfer funds to a loan account you have with us, the funds will be applied to the loan according to the loan terms and conditions.

4.07 Deposit Only Account. We may, in our discretion, enable EasternEase Online to allow you to make Funds Transfers from your Service Account to a Deposit Only Account. We reserve the right to determine the eligibility and/or ineligibility of any account as a Deposit Only Account at any time and from time to time, in our sole and absolute discretion and without notice to you. You may not view, access, or otherwise perform any inquiries or transactions with respect to any Deposit Only Account, other than Funds Transfers from your Service Account to the Deposit Only Account. Funds Transfers to Deposit Only Accounts are generally processed and handled like Funds Transfers among your Service Accounts.

4.08 Cancelling and Changing Funds Transfers. You may initiate available Transactions as "Today" Transactions, "Future" Transactions, or "Recurring" Transactions. You have up until 3:59 p.m. on a Business Day to initiate a Today Transaction. Today Transactions initiated at 4:00 p.m. or after on a Business Day or at any time on a non-Business Day will be processed on the next Business Day. All external Transfers completed before 8:00 p.m. on a Business Day will be provisionally posted to your Account upon completion of your session and credits will be available on the 3rd Business Day after the day of deposit. External transfer credits completed after 8:00 p.m. on a Business Day or at any time on a non-Business Day will be available on the 3rd Business Day after the Business Day of the transaction. We cannot guarantee when another financial institution will process an external Transfer request and post the transaction; however in most cases the transaction will post within 1 to 2 business days. The Service will confirm a Today Transaction only if you have sufficient and available funds in your Bill Payment Account to cover it. Future Transactions may be initiated up to 364 days in advance. These Transactions will take place on the "effective date" you enter or the next Business Day thereafter if the effective date falls on a non-Business Day. Sufficient funds to cover Future Transactions must be available and will be deducted from your Bill Payment Account. Future Transactions may be canceled or modified until approximately 3:59 p.m. of the scheduled Business Day. Transactions designated as

Recurring will be made in the same amount to the same Account or payee in the frequency you request (that is, weekly, bi-weekly, monthly, etc.). You will designate the date to start the Recurring Transactions and the date of the last Recurring Transaction. The Transaction will be processed on the effective date you enter or the next Business Day thereafter if the effective date falls on a non-Business Day. Sufficient funds to cover Recurring Transactions must be available and will be deducted from your Bill Payment Account. Recurring Transactions may be canceled or modified until approximately 3:59 p.m. of the scheduled Business Day. Please also refer to Section III for stopping Future or Recurring Transactions processed via direct debit. Upon completion of a Transaction, a confirmation number will be given. You should record this number along with the payee, effective date, and payment amount in your register or other record.

All Transactions on a Business Day will be posted to your Account on the next Business Day. Payments and Transfers scheduled on weekends or holidays will be considered made on the next Business Day. Actual posting to your Account may be delayed by up to two Business Days depending on when you initiate your Transaction. In all cases, sufficient funds must be available at the start of the Business Day the Transaction is scheduled to be initiated and remain available until the date that the funds are actually deducted from the Account at issue. If funds are withdrawn or your balance is otherwise decreased prior to the time that the funds are actually deducted from the Account for the Transaction, the Transaction will not process, but you will be assessed a fee for non-sufficient funds. Refer to our BANKING SERVICES AND FEES schedule for current fees for non-sufficient funds.

**4.09 Posting of Online Banking Transfers.** All internal Transfers will be “provisionally credited” to your Account upon completion of your session. “Future” and “Recurring” Transfers will be provisionally credited to your Account by the opening of business on the “effective date” or the next Business Day if the effective date is a non-Business Day.

**4.10 Equipment and Technical Requirements.** To perform Transactions, you must have a telephone or Internet-enabled device to utilize these Services. It is your responsibility to acquire the equipment, hardware, or software necessary to access the Services.

**4.11 Limitation of Liability.** We provide the Services and related documentation “as is” without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We are not responsible for any errors or failures caused by the malfunction of the Internet-enabled device or telephone. We also are not responsible or liable for any computer virus caused by use of an online system.

**4.12 Fees.** You may be charged for the various Services provided in connection with your Account(s). These fees are disclosed in the BANKING SERVICES AND FEES brochure, which has been provided to you and is also available on our website and in any of our deposit branches. These fees will automatically be deducted from your Account. If you do not have sufficient available funds in your Account on the date a fee or charge is due, you authorize us to charge the amount to any other Account you have with us.

**4.13 New Services.** We may have occasion to incorporate new options into these Services. By using such new options, you agree to be bound by the rules concerning those options, which will be mailed to you or disclosed through the Service, as appropriate.

**4.14 Termination of Service.** You may terminate your use of these Services by giving us five Business Days’ advance notice. Your termination of one or more of these Services will act as a termination for any joint owners on your Account(s). We may terminate your use of these Services, in whole or in part, at any time without prior notice. We shall have no duty to provide any of these Services after termination, including, but not limited to, any Future or Recurring Transactions you previously scheduled.

## **V. Bill Pay Service**

**5.01 Terms and Definitions.** The following terms and definitions apply with respect to the Bill Pay Service:

- “Biller” means the person or entity to which a Payment is to be directed through the Bill Pay Service.
- “Due Date” means the date on which you’re Payment is due, as shown on your Biller’s statement. The Due Date is not the date on or after which your Payment is considered late.
- “Payment” means the remittance of funds to a Biller through the Bill Pay Service.
- “Payment Account” means the Service Account from which the Payment will be debited.
- “Scheduled Payment” means a Payment that has been scheduled through the Bill Pay Service.
- “Scheduled Payment Date” means the date on which you want your Biller to receive your Payment.

**5.02 General Description of Service.** Subject to the terms and conditions of this Agreement, the Bill Pay Service enables you to use your Device to electronically initiate one-time or recurring Payments to Billers.

**5.03 Provision of Payment Information.** You agree to provide such information as we may request from time to time in order to process Payment transactions you initiate through the Bill Pay Service. This information may include, for example, the name and address of the Biller and your Biller account number. You are responsible for ensuring that the information you provide is current, accurate, and complete, and you assume responsibility for any transaction error that results from stale, inaccurate, or incomplete information furnished or entered into the Service application by you. If you wish to amend any Payment or Biller information you have provided, you must follow applicable Service instructions for doing so. We shall have a reasonable opportunity to process any amended information, and amended information submitted by you may not be applied to transactions already in process. You acknowledge and agree that we may edit or alter data or data formats according to the Biller’s directives and/or in order to process Payment transactions more efficiently.

**5.04 Biller Participation.** We make no representation or warranty that any Biller you wish to pay through the Bill Pay Service will participate as a Biller in the Service or be able to receive Payments initiated through the Service. We reserve the right to restrict the categories of Billers that may be paid through the Service. We further reserve the right, to the fullest extent permitted by law, not to complete any Payment to any Biller in the event we, in our sole and absolute discretion, deem ourselves or our assets insecure or subject to unreasonable exposure or risk. In the event that we are unable to, or decline to, process or complete Payments to a Biller, we will notify you (however, we may not notify you if the transaction is otherwise prohibited by this Agreement). We will not be liable to you in the event any Biller does not, cannot or refuses to accept Payments initiated through the Service, or in the event any Payment submitted to a Biller is returned, or in the event any Biller delays posting or fails to post any Payment to your account with the Biller, or in the event we exercise our right to decline to complete Payments

to any Biller.

**5.05 Scheduling Payments.** All payments you make will be deducted from the Bill Payment Account. You may select up to 250 payees within the continental United States to pay through the Service. You cannot use the online banking and bill pay service to pay a federal, state, or local government agency or tax unit or other payees we designate from time to time. You may use the Bill Pay Service to make one-time, future, or recurring Payments to Billers. You agree to follow the Service instructional material we provide in order to schedule and initiate Payments. For each Payment you attempt to schedule, the Service will designate the earliest possible Scheduled Payment Date for that Biller, which typically is five (5) or fewer business days from the current date. The Service will not permit you to select a Scheduled Payment Date that occurs before the earliest possible Scheduled Payment Date designated for each Biller. When scheduling a Payment, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement. If the actual Due Date falls on a non-business day, you must select a Scheduled Payment Date that is at least one (1) business day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or the end of any grace period. You are responsible for any late charge, finance charge, penalty or default or other consequence that may result from your selecting a Scheduled Payment Date later than the Due Date. The Service may let you choose Scheduled Payment Dates that are not business days. If you have scheduled a series of recurring Payments, Payments in the series that fall on Scheduled Payment Dates that are not business days will be processed on the prior business day.

**5.06 Method of Payment.** Except in cases where the Service allows you to select a payment method, we reserve the right to select, in our sole discretion, the method by which to remit any Payment on your behalf to any Biller. Methods we select may include an electronic payment, a check made payable to the Biller and drawn on our account, a check made payable to the Biller and drawn on your Payment Account, or any other method for remittance of funds that we may elect to use. When you use the Bill Pay Service to enter instructions for a Payment, you authorize us to complete the Payment using any of these methods. If we elect to remit a Payment by means of check drawn on your account, you expressly authorize us to execute such check on your behalf notwithstanding any resolution, signature card, or other document filed with us that purports to limit authority over your Payment Account (including, without limitation, any document which provides for multiple signatures on any check or draft), whether currently on file or submitted or modified in the future. You agree to submit instructions for a Payment only when there are or will be sufficient funds in the Payment Account to cover both that Payment and any other items or charges to be paid from the Payment Account. Depending on the method we choose for remittance of a Payment, funds for the Payment may be debited from your Payment Account electronically on or about the Scheduled Payment Date or may not be debited until the Payment item we issued to the Biller is presented for payment, which may be before or after the Scheduled Payment Date. You are responsible for ensuring that sufficient funds will be available in the Payment Account whenever that Payment item might be presented. In any event, to the fullest extent allowed by law, we reserve the right to debit your Payment Account in the amount of any Scheduled Payment at the time you enter instructions for the Payment or at any time thereafter as we deem necessary or convenient to ensure the successful completion of the Payment.

**5.07 Cancelling or Changing a Scheduled Payment.** You may cancel or change any Scheduled Payment (including recurring payments) that has not begun processing by following the instructions within the Bill Pay Service. Once the Service has begun processing a Scheduled Payment, you cannot cancel or edit the Scheduled Payment using the Service.

**5.08 Payment Guarantee.** Subject to the limitations, terms and conditions of this Agreement, we will reimburse you for any late payment fees or penalties you are required to pay, up to a maximum of \$50.00 per Scheduled Payment, as a result of the failure of a Biller to receive a Payment made through the Bill Pay Service by the Due Date, subject to the following conditions:

- Sufficient collected funds must be on deposit in the Payment Account to cover the amount of the Payment.
- You must properly enter instructions for the Payment and schedule the Payment so that it may arrive on or in advance of the Due Date in accordance with the terms of this Agreement.
- The Biller must be a business.
- The late payment fee or penalty, or the method of its calculation, must be published by the Biller prior to the Due Date.
- The estimated time for delivery of payment to the payee is accurate.
- There are no delays in mail delivery that are beyond our control.
- The payee's address or Account number has not changed.
- The payee applies the payment in a timely manner.

If you do not have sufficient and available funds in your Account to cover a scheduled payment, the payment will fail, and an online banking message will be sent.

You must otherwise be in compliance with the terms and conditions of this Agreement.

**5.09 Returned Payments; Payments Sent to You.** Payments made through the Bill Pay Service may occasionally be returned for various reasons. These reasons may include, for example, a change in the Biller's address, incorrect information about the Biller or your account number with the Biller, or problems or issues associated with your account with the Biller. In the event a Payment is returned, you authorize us either to research and correct the returned Payment and resubmit it to your Biller or to void the Payment and credit the amount of the Payment to your Payment Account, in our discretion and without liability to you. In the event a Payment is sent for credit to your applicable Service Account through the Bill Pay Service, you authorize us to credit your Service Account accordingly.

**5.10 Stale-Dated Checks.** When Payments are made to Billers by the issuance of checks, such checks may become void after a reasonable amount of time has elapsed. We reserve the right, at our option and without notice to you, and without liability to you, to pay or not to pay any such check that is presented to us for payment after any applicable expiration date. If an expired check is presented for payment and we determine not to pay it, we will void the check, and if the funds represented by the check were previously debited from your Payment Account, we will credit your Payment Account in the amount of the check.

## **VI. Online Statements Service**

**6.01 Terms and Definitions.** The following terms and definitions apply with respect to the Online Statements Service, also known as eStatements:

- "Online Statement" or "eStatement" means any electronic periodic statement or transaction history we provide for an Online Statement Account

in connection with the Online Statements Service.

- “Online Statements Account” means any Service Account which is enrolled in or otherwise eligible for the Online Statements Service. We may at any time, in our discretion, qualify or disqualify any Service Account for eligibility as an Online Statements Account.
- “Other Statement Material” means electronic versions of the disclosures, notices, and information that we ordinarily transmit with account statements, including, but not limited to, our privacy notice.

**6.02 General Description of Service.** Subject to the terms and conditions of this Agreement, the Online Statements Service provides you with an electronic version of your eligible Service Account statements or transaction histories that you may view, save to your Device and/or print at your convenience. The Service also may include the electronic delivery to you of Other Statement Material. You acknowledge and confirm that your acceptance of the Consent and Authorization for Electronic Transmission of Account Statements and Notices in connection with your enrollment in EasternEase Online applies to Online Statements and Other Statement Material that you may receive through the Service. You may review the Consent and Authorization for Electronic Transmission of Account Statements and Notices at the EasternEase Online statement website or in the forms and disclosures section of easternsavingsbank.com.

**6.03 Activation.** You may activate the Online Statements Service by logging in to EasternEase Online and following the activation instructions. Subject to the terms of this Agreement, when you initially enroll in EasternEase Online we may automatically activate the Online Statements Service for all of your eligible Online Statements Accounts. We also reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for eligible Online Statements Accounts that you may open following your initial enrollment in EasternEase Online. In any event, you may at any time activate the Online Statements Service for any such Online Statements Account if we have not activated it. Upon activation of the Online Statements Service for an Online Statements Account, any mailed, paper statements (including any cancelled checks or check images, as applicable) that you were receiving for that account will be discontinued, and all subsequent periodic statements for the account will be furnished electronically. If we have been mailing paper statements to you, we may continue to do so (as well as provide electronic versions of the statements) for approximately one (1) month following activation of the Online Statements Service. In our discretion, we also may electronically furnish you with Other Statement Material that relates to your Online Statements Accounts, as provided in this Agreement. If you cancel the Online Statements Service for any Online Statements Account and should later wish to re-activate the Online Statements Service for that account, you must follow the instructions we provide for re-activation. You acknowledge and agree that the re-activated Online Statements Service will be provided subject to the terms and conditions then in effect.

**6.04 Accessing Online Statements and Other Statement Material.** We will post the periodic Online Statements for your Online Statements Account(s), and any applicable Other Statement Material, in EasternEase Online. In order to access the Online Statements, you must login to EasternEase Online and click on the Accounts tab to access the Online Statements link. Please note that Online Statements are not accessible through EasternEase Mobile. We reserve the right to set and change the period of time for which Online Statements are accessible in EasternEase Online from time to time in our discretion, and different Online Statements Accounts may have different accessibility periods for their Online Statements. In any event, any Online Statement may be accessed through EasternEase Online for at least twelve (12) months following its initial posting. Other Statement Material may not be accessible for as long as Online Statements. Please call us at the telephone number provided in the “Errors or Questions” section of this Agreement for current information about periods of accessibility. You acknowledge and agree that it is your responsibility to download and save in electronic form, or print and retain, your Online Statements and any applicable Other Statement Material for your records before they become unavailable. If you need a paper copy of an Online Statement or Other Statement Material that is no longer available through the Service, you should contact one of our branches (applicable copy and research fees may apply and availability is subject to our record retention policies and procedures). We reserve the right to, and you agree that we may, provide you with Other Statement Material via e-mail transmitted to your Service Email Address in addition to posting them within EasternEase Online, at any time and in our discretion. You agree to notify us as soon as possible in the event that you experience any technical difficulties in accessing any Online Statements or Other Statement Material. You may notify us by calling us at the telephone number provided in the “Errors or Questions” section of this Agreement.

**6.05 Notification.** Except as otherwise required by applicable law, you acknowledge and agree that it is your responsibility to access the periodic Online Statements and Other Statement Material as they are posted within EasternEase Online without any notification to do so from us. However, we will send a notification to your Service Email Address or otherwise furnish you with notification (including notification within EasternEase Online) when Online Statements and/or Other Statement Material is available. You agree to regularly and periodically log in to EasternEase Online in order to read and review current Online Statements and any Other Statement Material that may be posted.

**6.06 Review of Online Statements.** The agreements and disclosures governing your Online Statements Accounts with us describe your obligations and responsibilities with respect to timely examining your periodic account statements or transaction histories and reporting errors and discrepancies to us. These obligations and responsibilities are applicable to your examination and review of the Online Statements.

**6.07 Further Action.** The Online Statements Service system generally is designed to automatically activate Online Statements for all of your existing Online Statements Accounts upon your enrollment in EasternEase Online. However, technical limitations and specific circumstances may in some cases prevent Online Statements activation for some or all of your Online Statements Accounts. We reserve the right, but we do not have an obligation, at any time to automatically activate the Online Statements Service for these Online Statements Accounts if and when we are able to overcome or correct such technical limitations and circumstances. However, in our discretion, we may require you to confirm your assent to the electronic delivery of Online Statements and Other Statement Material from time to time, and we reserve the right to withhold the delivery of these electronic records for any Online Statements Account until you have confirmed or reconfirmed your assent to electronic delivery.

**6.08 Service Condition.** Online Statements may be an eligibility requirement for certain financial products and services you have obtained from us or for certain features and benefits related to those products and services. Cancellation of Online Statements may therefore result in the modification of terms and features of such products and services or in the conversion of such products and services to different products and services.

**6.09 Cancellation of Online Statements.** You may cancel Online Statements with respect to one or more of your Online Statements Accounts by contacting us via any of the means indicated in the Errors or Questions section of this Agreement. If Online Statements are cancelled for any Online Statements Account, we will begin furnishing you with paper statements for such account, together with paper copies of material that accompanies such statements, if and as provided by and according to the terms and conditions governing the account, beginning with the periodic statement next following the cancellation of the Online Statements Service. However, you agree that we shall in any event have a reasonable opportunity to act upon your cancellation of the Service. Cancellation of your enrollment in EasternEase Online will automatically result in the cancellation of Online Statements with respect to all Online Statements Accounts. Certain changes to your



Online Statements Accounts (e.g., removing your name from the account) also may have the effect of cancelling Online Statements for such accounts.

## VII. Mobile Banking Service

**7.01 Terms and Definitions.** The following terms and definitions apply with respect to the Mobile Banking Service (EasternEase Mobile):

- “License” means a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license to download, install and use EasternEase Mobile software on a Wireless Device within the United States and its territories.

**7.02 General Description of Service.** Subject to the terms and conditions of this Agreement, EasternEase Mobile allows you to use a Wireless Device to access available Service Account information, to make payments to eligible payees, and to perform such other transactions as described in the Mobile Banking window in EasternEase Online. In order to use EasternEase Mobile, you must first enroll for, and maintain enrollment in, EasternEase Online, and you must follow our instructions for enrolling and activating your Wireless Device. You also may be required to accept or acknowledge other terms, provisions, or conditions in order to use certain features or functionality of EasternEase Mobile. Such terms, provisions, and conditions constitute a part of EasternEase Mobile terms and this Agreement. Cancellation of your enrollment in EasternEase Online will result in the cancellation of EasternEase Mobile.

**7.03 Use of EasternEase Mobile.** When you enroll in EasternEase Mobile, designated available Service Accounts and eligible payees and funds transferees linked to you through the use of other Services will be accessible through EasternEase Mobile. The Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Service before you actually do so, and then that you always use the Service in accordance with the instructions we provide. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Service software. We may change or upgrade the Service from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the Service as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Service or your Wireless Device. We reserve the right to modify the scope of the Service at any time. We reserve the right to refuse to execute any transaction you request through the Service. You agree and understand that the Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

**7.04 Relationship to Other Agreements.** You agree that when you use EasternEase Mobile you remain bound by the terms and conditions of all your existing agreements with us (including, but not limited to, the terms and provisions applicable to each Service that may be accessible through EasternEase Mobile) and that the terms of EasternEase Mobile do not amend or supersede any of those agreements, except as otherwise expressly provided by the terms of EasternEase Mobile. Any agreement you may have with our affiliates and/or any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider, also remains in full force and effect. You understand that other agreements you may have with us, our affiliates, and/or any unaffiliated service providers may provide for fees, limitations, and restrictions which might impact your use of EasternEase Mobile (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Service, including while downloading the Service software, receiving or sending Service text messages, or other use of your Wireless Device when using the Service software or other products and services provided through the Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service carrier or provider is solely responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with such carrier or provider without involving us. You also agree that if you have any problems with EasternEase Mobile, you will contact us directly.

**7.05 Software License Agreement.** Subject to your compliance with the terms of EasternEase Mobile and the terms of this Agreement, you are hereby granted the License. In the event that you obtain a new or different Wireless Device, you will be required to download and install EasternEase Mobile software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of EasternEase Mobile, (ii) Termination of the Online Banking Service, (iii) your deletion of EasternEase Mobile software from your Wireless Device, or (IV) notice to you at any time, with or without cause. In the event the License is revoked for any of the foregoing reasons, you agree to promptly delete EasternEase Mobile software from your Wireless Device. In the event of revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

**7.06 Additional Usage Obligations.** When you use EasternEase Mobile to access your Service Accounts, you agree to the following terms (which terms shall survive any revocation of the License):

- **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Service Accounts and other financial information which may be accessed through EasternEase Mobile. You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- **Proprietary Rights.** You are permitted to use content delivered to you through EasternEase Mobile only in connection with your proper use of the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Service technology, including, but not limited to, any Service software or other mobile phone applications associated with the Service.
- **User Conduct.** You agree not to use EasternEase Mobile or the content or information delivered through the Service in any way that would (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Service software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Service, (ix) interfere with or disrupt the use of the Service by any other user, or (x) result in unauthorized entry or access to the computer systems of others.
- **No Commercial Use or Re-Sale.** You agree that EasternEase Mobile is for personal use only. You agree not to resell or make commercial use of the Service.
- **Exercise of Caution.** You agree to exercise caution when utilizing EasternEase Mobile application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.
- **Indemnification.** Without limiting any of your other obligations to us under this Agreement, you agree to protect and fully compensate us and

our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of EasternEase Mobile, your violation of any of the terms of the Mobile Banking Service or your infringement, or infringement by any other user of your Service Account, of any intellectual property or other right of anyone.

#### 7.07 Mobile Banking Service Limitations.

*a. Loss of Data.* Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to EasternEase Mobile. These difficulties may result in loss of data, personalization settings or other Service interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Service.

*b. Operational Availability.* Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service.

*c. Errors and Delays.* Financial information obtained through the Mobile Banking Service (including, without limitation, any text message alerts) reflects the most recent account information available through the Service and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features, functions, and services available through other Services or at our Online Banking Service website may not be available using the Mobile Banking Service.

*d. Unsupported Carriers and Devices.* The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported as Wireless Devices in connection with the Service. You are responsible for periodically referring to our website to determine currently supported mobile service providers, carriers, and Wireless Devices and for ensuring that you satisfy all technical requirements for using the Service.

*e. Lack of Activity.* If you do not log into EasternEase Online for 365 days, we may deactivate your account. If your account is deactivated for inactivity, all account activity and transactions will not be available using a mobile device and you will need to re-enroll in the Service to access the features included in EasternEase Mobile.

7.08 Fingerprint Technology. We may make fingerprint or touch identification available as Access Credentials for the Mobile Banking Service for Wireless Devices that support such technology. If you enable fingerprint or touch identification as Access Credentials, you acknowledge and agree that anyone whose fingerprint is saved on your Wireless Device will be able to access and use the Mobile Banking Service on your Wireless Device through fingerprint or touch identification. If anyone has a fingerprint saved on your Wireless Device and you do not want that person to be able to access and use the Mobile Banking Service on your Wireless Device, then you should not enable fingerprint or touch identification as Access Credentials. We neither control, store, nor have access to the fingerprint profiles saved on your Wireless Device. Fingerprint and touch identification can be used in connection with only one Mobile Banking Service user login at a time on a Wireless Device. We are not responsible for the performance and functionality of fingerprint or touch identification technology on your Wireless Device, and we may ask you to login to the Service using other Access Credentials if fingerprint or touch identification is not working properly.

### **VIII. Mobile Remote Deposit Capture Service**

8.01 Terms and Definitions. The following terms and definitions apply with respect to the Mobile Remote Deposit Capture Service:

- "Check Retention Period" means a period of thirty (30) days after you transmit any check image to us and receive confirmation from us that we have approved your deposit. "Mobile RDC Account" means a Service Account that is a deposit account and that is eligible for use in connection with the Mobile Remote Deposit Capture Service.
- "Prohibited Check" means a check or other item that you are not permitted to scan and transmit using the Mobile Remote Deposit Capture Service, as further defined in the Service terms below.
- "Regulation CC" means Regulation CC of the Board of Governors of the Federal Reserve System, as amended.

8.02 Description of Service. Subject to the terms and conditions of this Agreement, the Mobile Remote Deposit Capture Service allows you to make deposits to a Mobile RDC Account using your Wireless Device and the functions within our Mobile Banking Service application to scan checks and to transmit the images of the checks and associated data to us. In order to use the Service, your Wireless Device must have a functioning and supported camera, you must be enrolled in the EasternEase Online Banking service, and our Mobile Banking Service application must be installed on your Wireless Device. You acknowledge and agree that no transaction made through or using the Mobile Remote Deposit Capture Service is an "electronic fund transfer" as defined by the federal Electronic Fund Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

8.03 Checks. You agree that you will use the Mobile Remote Deposit Capture Service only to scan and transmit images of "checks", as that term is defined in Regulation CC, for a deposit to your Mobile RDC Account. You agree that the image of any check that is transmitted via the Service shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You agree that you will not use the Service to scan or transmit any of the following Prohibited Checks: (i) any check that is payable to any person or entity other than you, (ii) any check that is drawn or otherwise issued by you on any account you own or have an interest in, or on which you are an authorized signer, (iii) any check that is prohibited by our then current procedures pertaining to the Service or that is in violation of any law, rule or regulation, (iv) any check that bears any alteration or that you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, (v) any check that is either a "substitute check" (as defined in Regulation CC or other applicable federal law or regulation) or an "image replacement document" that purports to be a substitute check, (vi) any check that is drawn on a financial institution that is located outside of the United States, (vii) any check that is a "remotely created check" as that term is defined in Regulation CC, (viii) any check that is not payable in United States currency, (ix) any check that is dated more than six (6) months prior to the date of scanning and transmission, (x) any check that is payable jointly, (xi) any check that is payable on sight or is a payable through draft, as defined in Regulation CC, (xii) any check that has any endorsement on the back other than the endorsement specified in this Agreement, (xiii) any check that previously has been submitted through the Service or through any remote deposit capture service offered by any other financial institution, (xiv) any check that is drawn or otherwise issued by the United States Treasury Department, (xv) when the Service is being used to make a deposit to a Mobile RDC Account, any check that is not acceptable to us for deposit into a deposit

account as provided in the deposit agreement that governs your Mobile RDC Account, or (xvi) any check that is a money order, cashier's check, or traveler's check.

**8.04 Endorsements.** When you use the Mobile Remote Deposit Capture Service to transmit a check image to us, you agree to supply the following information on the back of each check in the space provided for endorsements: (i) the following restrictive endorsement: "For Eastern Savings Bank Mobile Deposit Only", (ii) if you are using the Service to make a deposit to your Mobile RDC Account, your Mobile RDC Account number, and (iii) your legally-binding signature to endorse the check. You agree that you will apply no restrictive, qualified, or conditional endorsement to any check in connection with your use of the Service except as we may direct, and you further agree that we may handle and process any check image you transmit to us through the Service in accordance with the terms of this Agreement notwithstanding any restrictive, qualified, or conditional endorsement you may apply to the check without our approval or direction. You agree to furnish such other information on checks as we may require from time to time.

**8.05 Image Quality.** Images of checks transmitted to us through the Mobile Remote Deposit Capture Service must meet, in our sole and absolute judgment, the standards and requirements of legibility that we establish from time to time. The images also must comply with the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and/or any other regulatory agency, clearinghouse or association.

**8.06 Transmission and Receipt of Images.** You agree to follow any and all procedures, instructions, and guides for use of the Mobile Remote Deposit Capture Service, and to enable or disable such Wireless Device settings (including, but not limited to, GPS or geolocation settings and camera settings), as we may require or provide from time to time. You acknowledge and agree that we may, in our discretion, use the GPS or geolocation functions on your Wireless Device to obtain your geolocation for fraud prevention and security purposes. We may require you to use Access Credentials to access the Service. You agree at all times to properly use such Access Credentials, to safeguard the confidentiality of such Access Credentials, and to notify us immediately if you have any reason to believe the security or confidentiality of such Access Credentials has been compromised or breached. We have no obligation to accept any check or image you transmit through the Service, and we may reject any check or image that you transmit in our sole and absolute discretion without liability to you. You agree that we are not responsible or liable to you for images that are dropped during transmission that we do not receive, or that are intercepted or altered by, or misdirected to, any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission. An image shall be deemed received by us when you receive an electronic confirmation from us that we have received the image. Such confirmation confirms only the receipt of the image and does not confirm that the transmission was complete or error free, or that the amount of the check will be finally collected from the drawee institutions and/or credited to your Mobile RDC Account. If, after we confirm the receipt of a check image, we determine that the check is a Prohibited Check, you agree that we may charge the amount of the check back to your Mobile RDC Account, as applicable. You agree that we will not be liable to you for any loss, costs, or fees as a result of the exercise of our chargeback rights.

**8.07 Contingency Plan.** Because the Mobile Remote Deposit Capture Service could be unavailable from time to time for various reasons, you should not rely on the Service as the sole means of depositing checks to your Mobile RDC Account. In the event you wish to deposit any check to your Mobile RDC Account and you are unable to transmit the image of the check to us through the Service or are unable to use the Service in compliance with the terms of this Agreement for any reason (including, without limitation, reasons related to communications, equipment or software outages, interruptions or failures), you acknowledge and agree that you are solely responsible for using alternative available means of depositing the check to your Mobile RDC Account. Such alternative means will be governed by the terms of the agreement governing your Mobile RDC Account, as applicable, and not by the terms of the Mobile Remote Deposit Capture Service. You assume the risk that we may not accept a check image that you attempt to transmit through the Service. If we do not accept a check image after you have transmitted it to us, you will be unable to resubmit the same item through the Mobile Remote Deposit Capture service. We shall have no liability to you in the event we do not accept the transmission of a check image for any reason and you subsequently have difficulty negotiating or are unable to negotiate the check due to any endorsements you may have applied to the check in your attempt to use the Service.

**8.08 Your Representations and Warranties to Us; Indemnification.** Each time you use the Mobile Remote Deposit Capture Service to transmit any check image to us, you represent and warrant to us that: (i) the check is not a Prohibited Check, (ii) you are entitled to enforce the check, (iii) all signatures on the check are authentic and authorized, (iv) the check is not a counterfeit item, (v) the check has not been altered, (vi) the check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the check, (viii) the check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the check, (ix) the check image transmitted by you to us contains an accurate representation of the front and the back of the check and otherwise complies with the requirements of the Service (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Service any duplicate image of the check, nor will you deposit or otherwise negotiate the original check, (xi) no person or entity will be asked to make payment on the check more than once, (xii) neither you nor any subsequent transferees of the check or its image will sustain a loss as the result of the fact that an image of the check, instead of the original check, was accepted by us through the Service, presented for payment, or returned, (xiii) the image of the check contains no computer viruses or other harmful, intrusive, or invasive codes, (xiv) all information you have provided to us in connection with the Service and the transaction is true, accurate, and current, and (xv) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

#### **8.09 Funds Availability.**

*a. Regulation CC Not Applicable.* You agree that check images transmitted using the Mobile Remote Deposit Capture Service and the funds represented by the checks are not subject to the funds availability requirements of Regulation CC. Except as otherwise provided in this Agreement, and subject to the requirements of applicable law or regulation, funds from any check transmitted through the Service will be available based on standard mobile availability as described below. However, we may make funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant, and/or based upon funds availability options we may offer to you in connection with the Service. You acknowledge and agree that no funds availability option we offer constitutes a promise or guarantee that check funds will finally be collected from the drawee institution and/or finally paid to you. In any event, and notwithstanding any funds availability option you may elect, we reserve a right of chargeback to your Mobile RDC Account, as applicable, in the event of any dishonor or nonpayment by the drawee institution, and we reserve the right to charge all applicable fees in the event of such dishonor or nonpayment and/or any resulting chargeback (including, but not limited to, returned deposit item fees

and overdraft fees). We also reserve the right, in any event, to withhold or delay the availability of any funds for such time periods as we may determine in order to mitigate risk of error, fraud, or other loss to us. We may exercise this right even if we have accepted a check image for processing and notwithstanding any funds availability option you have selected. If we determine to withhold or delay the availability of funds, we may provide you notification of such determination, but we are not obligated to do so. You agree that we may provide such notification by any means or method to which you have agreed in connection with this Agreement or the Service, including (without limitation) by text message or other electronic communication.

*b. Standard Mobile Availability.* "Standard Mobile Availability" means that check funds generally will be available to you for Mobile RDC Account transactions on the third business day following the business day on which we receive the check image from you. Check images received by us after 2:00 p.m. (or such other cutoff time as may be displayed in the Service application) on a business day or on a day that is not a business day will be considered received on the next business day. Standard Mobile Availability may be subject to applicable fees, which will be disclosed to you before you complete the Service transaction.

**8.10 Transaction Authorization.** By following our procedures for the transmission of check images through the Mobile Remote Deposit Capture Service and otherwise furnishing information necessary to execute Service transactions, you authorize us to credit deposits to your Mobile RDC Account, as provided in the terms of this Agreement. Each time we accept a check image from you and credit a deposit to your Mobile RDC Account, as applicable, you assign to us all of your right, title, and interest in and to the original check, with all available recourse against you (including, but not limited to, our right of chargeback to your Mobile RDC Account, as applicable, in the event of dishonor or nonpayment by the drawee), notwithstanding any restrictive, qualified, or conditional endorsement (including, but not limited to, any "without recourse" endorsement) you may apply to the check without direction or approval from us. Until such time as you dispose of the original check following the expiration of the Check Retention Period in accordance with the terms of this Agreement, you acknowledge and agree that you will retain custody of the original check in trust for us.

**8.11 Disposal of Transmitted Checks.** After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check during the Check Retention Period. During the Check Retention Period, you agree to take appropriate measures to ensure that: (i) only authorized persons will have access to the check, (ii) the information contained on the check will not be improperly disclosed, and (iii) the check will not be duplicated, further scanned and transmitted through any remote deposit capture service, and/or deposited or negotiated in any form. Promptly after the expiration of the Check Retention Period, you agree to destroy the original check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, negotiation or presentment. During any time the original check or a copy or image thereof is available to you or in your possession, you agree to furnish it to us upon request.

**8.12 Collection of Checks.** You agree that we have the right to determine in our sole discretion the manner in which checks and images transmitted through the Mobile Remote Deposit Capture Service are cleared, presented for payment and collected. We, in our sole discretion, may select clearing agents to collect and present check images, and our selection of clearing agents shall be binding on you as though you had directly appointed such agents. We shall not be liable for the negligence or other misconduct of any clearing agent. You agree to be bound by any agreements entered into by and between us and any clearing agents, and you agree to be bound by all laws, regulations, and clearing house and association rules that may apply to checks or images transmitted using the Service.

**8.13 Transaction Limits and Other Limitations.** We may from time to time impose or change Limits on your use of the Mobile Remote Deposit Capture Service, including (but not limited to) Limits on the dollar amount and/or the number of checks you may transmit using the Service. We may accept or reject any transaction you attempt in excess of these limits in our discretion. We reserve the right to reject any Service transaction that originates outside the United States. The current standard limits can be found in the ELECTRONIC TRANSACTION LIMITS disclosure appended hereto and available at any branch office or on [easternsavingsbank.com](http://easternsavingsbank.com).

**8.14 Errors.** You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the Mobile Remote Deposit Capture Service. You may notify us by calling us at the number provided in the "Errors or Questions" section of this Agreement or by contacting us as provided in the agreement governing your Mobile RDC Account. Also, the terms of your Mobile RDC Account regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remain in full force and effect and apply to transactions made through the Service. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the Service.

## **IX. Debit Card Use, ATM Services and Point of Sale (POS) Services**

The following sets forth the terms and conditions governing your use of Cards, ATM Services, and POS Services. You must have a valid Card and PIN (when required) to transact business at ATMs and POS Terminals (whether in-person or via the Internet).

**9.01 Use of the Card and PIN Cancellation.** The use of the Card and PIN is restricted to the individual or business entity to which the Card has been issued. We are not responsible for any monetary loss if you have allowed someone else to use your Card or PIN, even if his/her use exceeded your instructions. Transactions at an ATM or POS Terminal by the use of the Card and your PIN (if required) shall be deemed to be Transactions made or authorized by you, except as otherwise provided by law. For consumer customers, see Section III (4), Your Liability for Unauthorized Transfers, for limitations on liability that may apply to you and the fact that your failure to notify us promptly of unauthorized use or the loss or theft of your Card, or knowledge of your PIN by someone other than yourself, could increase your liability for unauthorized use of the Card. The Card is our property. We may, without liability or advance notice, revoke or limit all Cards issued under this Agreement. Upon demand, you will surrender the Card promptly to us. You also agree not to keep your PIN with your Card or write your PIN on your Card, the Card carrier, or any paper you will carry with the Card. A Card with the PIN written on it will be confiscated and privileges may be revoked. You acknowledge that we have the right to cause an ATM to retain your Card at any time without notice to you. We also have the right to refuse transactions if your Card is lost or stolen or if we reasonably believe there is unusual activity on your account. You shall have the right to cancel ATM or POS Services or use of your Card for any and all Accounts at any time upon written notice to us of the cancellation. Your cancellation of your Card may act as a cancellation for any joint owners on your Account(s) who have been issued their own Cards. Any termination will not affect liability incurred by you prior to termination.

**9.02 Types of Transactions.** You may use your Card and PIN at any ATM not owned/operated by us, but which is part of a network that accepts the Card, to perform the following:

- Withdraw cash from your Account(s).

- Transfer funds between your Account(s).
- Determine the available balance in your Account(s), excluding outstanding items.

Acceptance of the Card at an ATM should not be construed as our being affiliated with the owner or operator of the ATM, including any ATM within the fee-free network of ATMs. All ATMs are owned and operated by independent third parties. We do not warrant the accuracy of any third-party website or smartphone app that provides locator services for fee-free ATMs.

**9.03 Purchases at POS Terminals.** Purchases may also be made with your Card and PIN (if required) at merchant locations which are members of the point-of-sale networks in which we participate and at locations which accept Debit MasterCard Cards. (Note: Your Card is not a MasterCard credit card, MasterCard credit card and this Agreement does not replace or affect any MasterCard Account Agreement that you may have with us or any other financial institution). Payment for these purchases will be withdrawn from your Primary Account. As part of the purchase, you may be able to get cash back depending on the policies of the merchant of the goods or services.

**9.04 Limitations on Dollar Amount of Transactions with Your Card.** The combined limit on cash withdrawals at ATMs per processing cycle (typically a 24-hour period) and for POS Terminal purchases with a Card when a PIN is required, including cash back at POS Terminals (if available), is limited to the available balance of the Account from which the Transactions are made. Other limits may apply as disclosed in the ELECTRONIC TRANSACTION LIMITS disclosure appended hereto and available at any branch office or on easternsavingsbank.com. If you use your Card to access an account that does not have sufficient funds to complete a transaction or that would exceed a limitation, we may, in our sole discretion, authorize the transaction.

**9.05 Temporary Holds.** We have the right to place a temporary hold on your account in an amount equal to the authorization amount received through the payment authorization system. In certain circumstances the payment authorization system permits the authorization amount we receive to be more or less than the final amount of the transaction. This typically happens when the final amount of your purchase is not known at the moment when the Card is entered or “swiped” for authorization. Until the transaction finally settles, or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the amount of the final transaction and will release from the hold any excess amount upon final settlement of the transaction.

**9.06 Fees.** You agree to pay any service charge applicable to your use of your Card. Charges are subject to change at any time. A current list of charges can be found in our BANKING SERVICES AND FEES schedule or other agreements for particular types of Transaction services. You also agree to pay the usual service charges imposed on your Account, including any fees for failing to maintain the specified minimum balance. Depending on the type of Account, you may be charged for each withdrawal, transfer, and balance inquiry at any ATM not part of our fee free network and at any POS Terminal. You may also be charged an access fee (sometimes called a “surcharge”) for the convenience of using ATMs that are not part of our fee free network. These fees are charged by the third party that owns and operates the ATM and are beyond our control. These fees are in addition to any fee we charge to perform withdrawals at ATMs that are not owned or operated by us. To access a current list of our fee free ATM partner locations, refer to the GUIDE TO BRANCH HOURS AND LOCATIONS brochure. If you do not have sufficient available funds in your Account on the date the fee or charge is due, you authorize us to charge the amount to any other Account you have with us.

**9.07 No Stop Payment Rights, Receipts, Statements.** You do not have the right to stop payment on any Transactions originated by use of your Card. You will have the ability to receive a printed record after each successful ATM Transaction. When you use your Card to perform Transactions at POS Terminals, your copy of the sales slip will be your receipt. You agree that we do not need to return record of a sales draft or cash withdrawal slip originated by the use of your Card with the periodic statements we send you. Transactions will be reflected on your periodic statements.

**9.08 Refunds On Purchases.** You will not receive cash refunds from us for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment which we will apply as a credit to your Account.

**9.09 Foreign Transactions.** If you effect a Transaction with your Card in a currency other than U.S. Dollars, our debit card vendor (currently MasterCard®) will convert the charge into a U.S. Dollar amount. The current 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. The Cross-Border Transaction Fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the county of the merchant is different than the country of the Cardholder. See our BANKING SERVICES AND FEES schedule for the current Cross-Border Transfer Fee.

## **X. Direct Deposit and Direct Debit Service**

We support recurring deposits directly into any of your Accounts. This is a pre-authorized credit for items such as social security or payroll automatically deposited into your Account. We further support recurring withdrawals (direct debits or regular payments) directly from your Account that you authorize for automatic payment of loans, services, insurance premiums, etc. See the DEPOSIT ACCOUNT AGREEMENT and Section XVI of this Agreement for limitations on direct debits from savings Accounts. To help prevent unauthorized Transactions on your Account, you should be careful about giving anyone your Account number. You must notify us immediately of unauthorized activity.

**10.01 Electronic Check Conversion (ECK).** ECK means that your check is used as a source of information and then it is used to make a one-time electronic payment from your checking Account. The check itself is not the method of payment. 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 and pay bills. If you do not want your check to be used for Electronic Check Conversion, you may have to provide another form of payment (for example, cash, debit card, or credit card).

**10.02 Electronic Payments.** We may allow electronic Transactions to post to your Account. These Transactions include payments initiated over the Internet or telephone. Telephone Transactions are for a single payment and Internet Transactions may be single or recurring payments. Transactions may be stopped prior to the posting of the item. Single payments may not be revoked. Electronic telephone payments generally initiated between the open and close of a Business Day will post immediately to the Account. Transactions will be confirmed with a confirmation number only if you have sufficient and available funds in your Account. Transactions initiated outside of business hours will post on the next Business Day.

**10.03 Fees.** There are no service fees imposed for such Services at this time; however, we reserve the right to impose a fee and will notify you before we do so.

**10.04 Confirmation of Deposits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person, company, or government agency, you may or may not receive proof of deposit from the person, company, or agency making the deposit. If such person, company, or agency normally gives you notice of deposits, you will not receive any other notice from us. If the person, company, or agency does not give such notice, you can call us at any of our deposit branch locations or our Customer Service Center at 1-800-787-7372 during business hours (see our GUIDE TO BRANCH HOURS AND LOCATIONS) or check your periodic statement to determine if the deposit was made. You may also use our 24-hour telephone banking system "EMMA," at 410-568-6307 to access the information.

**10.05 Processing Delays.** Transactions designated as international may not be posted to an account if the transaction is suspected of being in violation of U.S. laws until an investigation to clear the item has been conducted.

**10.06 Notice of Varying Amounts.** If regular direct debits may vary in amount, the person or entity you are going to pay will inform you of the date and amount ten days before each payment. (You may choose instead to receive the 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.)

**10.07 Right to Stop Payment and Procedure for Doing So.** If you are a consumer customer and have regular payments made to others out of your Account, you can stop any or all of these payments. Call us at any of our deposit branch locations or our Customer Service Center at 1-800-787-7372 during business hours (see our GUIDE TO BRANCH HOURS AND LOCATIONS) or write to us at Eastern Savings Bank, fsb, Attention: Deposit Operations, Executive Plaza 2, 11350 McCormick Road, Suite 200, Hunt Valley, Maryland, 21031. We need to receive your request three Business Days or more before the payment is scheduled to be made. Please specify if you are placing a one-time stop on a specific single payment or you are revoking all future payments to that payee. If you call, we may also require you to put your request in writing. We must receive your written request within 14 days after you call. The charge for stopping payment or revoking a direct debit is listed in the BANKING SERVICES AND FEES schedule.

**10.08 Liability for Failure to Stop Payment of a Direct Debit.** If you are a consumer customer and order us to stop a direct debit from your Account three Business Days or more before the Transaction is scheduled, and we do not do so, we will be liable for your losses or damages as provided under law.

## **XI. Equipment; Security; Using Email**

**11.01 Equipment.** You are solely responsible for obtaining and maintaining in good working order (including installation of upgrades and patches), at your expense, all equipment, hardware, software, and any telecommunications, data transmission and/or internet services that may be required in connection with the use of any of the Services. Such equipment, hardware, software, and services must meet such technical standards and specifications as we may require from time to time. Please call us at the telephone number provided in the "Errors or Questions" section of this Agreement if you have questions about technical standards and specifications. We are not responsible for any third party software that you may use in connection with any Service. Any such software is accepted by you "AS IS" and is subject to the terms and conditions of the Software agreement you enter into directly with the third party software provider at the time of download and/or installation. We do not guarantee the compatibility of the Services with all modem types, computer systems, internet browsers, hardware and/or software. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware", "keystroke loggers", and/or "spyware"), problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online or wireless system. We recommend that you routinely update your anti-virus software, apply all security patches for your operating system, and activate available firewalls.

**11.02 Protecting Your Access Credentials.** You agree to keep your Access Credentials confidential, to prevent unauthorized access to your Service Accounts, and to prevent unauthorized use of the Services. You agree not to give your Access Credentials or make them available to any person or entity who is not authorized to access your Service Accounts for the purpose of performing the transactions contemplated by the Services or who intends to or may use the Services for the purpose of accessing and compiling account data for such person's or entity's own commercial gain. You should change elements of your Access Credentials (including login passwords) frequently. You should avoid using your Card personal identification number (PIN) as a password. You may reset certain Access Credentials, including your password, within EasternEase Online. If your access to the Services is blocked or if you forget your Access Credentials, you may contact us at the number provided in the "Errors or Questions" section of this Agreement. We may issue new Access Credentials to you if you lose or forget you Access Credentials, although they may not be immediately available for use in accessing the Services.

**11.03 Protecting Your Personal Information and Systems.** In addition to protecting your Access Credentials, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other information may allow unauthorized access to your Service Accounts. You also are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control and for protecting, securing, and backing up all information and data stored in or on your Devices. For additional guidance on information security, please visit our website at [www.easternsavingsbank.com](http://www.easternsavingsbank.com).

**11.04 ATM Safety.** Please use the following basic safety precautions, particularly when using an ATM at night:

- Commit your PIN to memory and never share your PIN.
- Be aware of your surroundings when using an ATM, particularly after dark.
- Bring another person with you when using an ATM after dark.
- Refrain from displaying cash. Place cash in your pocket or purse as soon as a transaction is completed, and count cash in the safety of a locked car or at home.
- Use another ATM or return at another time if anything suspicious is noticed.
- If you notice anything suspicious while at the ATM, cancel the transaction, place your Card in your pocket or purse and leave.
- Immediately report all crimes to local law enforcement officials and the operator of the ATM
- Check the ATM for tampering prior to inserting your Card. If you see evidence of tampering, notify the ATM provider and do not use the ATM.

**11.05 Your Service Email Address.** You agree to keep your Service Email Address(es), as well as your mailing address, current and updated with us at all times. To notify us of a Service Email Address or mailing address change, please call us at the telephone number provided in the "Errors or Questions" section of this Agreement during our normal business hours. You also may update your Service Email Address within EasternEase Online. Except to the extent otherwise required by applicable law or regulation, you agree that we are under no obligation to re-send, re-transmit, or otherwise deliver to you any Services notifications or information that we have transmitted to your Service Email Address and that has been returned "undeliverable" or otherwise rejected for delivery.

**11.06 Communication by Electronic Messaging and Email.** Conventional email is not a secure method of communication over the Internet, and we recommend that you not send confidential or privileged information, such as account numbers and financial information, to us by conventional email. The Message Center function in EasternEase Online is a secure method of communication that allows messages to be sent and received within EasternEase Online. An electronic message sent by you will not be immediately received by us. No action will be made on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. If you need to contact us immediately, please refer to the "Errors or Questions" section of this Agreement. You cannot use conventional email or Message Center to make a payment or remittance transaction, account inquiry, or other transfer of funds. There may be other limitations to your use of electronic messaging from time to time in effect. The following provisions apply to communications by email:

- You agree and acknowledge that the information communicated via email to or from us may include information regarding any or all of the Services we feel may be of added interest to you.
- You acknowledge that you have been advised and understand the risks of using email with respect to the communication of information regarding the Services and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by email or to monitor the authorization of persons using your email address to send or receive information.
- In the event you receive information from us via email that you believe is intended for another recipient, you agree to immediately return the information to us and to thereafter delete the information from your Device. You shall not use the information for any personal or commercial purposes.
- You agree that certain information communicated from us to you may be confidential in nature as a communication between you and us. You agree to maintain the confidentiality of the information and to refrain from sharing the information with any other person or entity or from using the information for any purpose that is not related to the Services or your financial relationship with us.
- In the event that you believe that an unauthorized person has gained access to your Device or your email account, you agree to immediately notify us so that we can cease communication of information to you via email until you and we take measures jointly agreed upon to protect your financial information.
- Having acknowledged the risks associated with communicating financial information via email, you (i) agree that we have no obligation to monitor or investigate the use of your Device or your email account, or the source of any communication received from you bearing your email address, (ii) release us from any claim or liability arising from or in connection with any communications sent or received using email, and (iii) agree to indemnify and hold harmless us from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of email as contemplated by this Agreement.
- To the extent any other agreement between you and us requires you to deliver written notice to a particular address regarding any matter, you agree that these provisions regarding the use of email do not displace or modify any such requirement for a written notice, and you agree to comply with any requirement for a written notice without reference to these provisions regarding the use of email.

**11.07 Email Fraud.** You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing"). You acknowledge that we will never contact you by email in order to ask for or to verify account numbers, Access Credentials, or any sensitive or confidential information. In the event you receive an email or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree not to respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. You should forward any suspected fraudulent or suspicious email to customerservice@easternsavngsbank.com or as we otherwise may direct. You agree that we are not responsible for any losses, injuries, or harm you may incur as a result of any electronic, email, or internet fraud, subject to the requirements of applicable law.

## **XII. Alerts**

Certain Services described in this Agreement may have the capability to send you informational alerts. Such Services may from time to time provide automatic alerts and voluntary alerts. Voluntary alerts may be turned on by default as part of the Service. They may then be customized, deactivated and reactivated by you. In our sole discretion, we may add new alert types and/or discontinue alert types at any time and from time to time without notice to you. Within the applicable Service application, you may designate an email address and/or the number of a Wireless Device that accepts text messages for alerts, or if using a mobile Service application on your Wireless Device you may be able to receive alerts through a push notification system within the application (data and text message fees imposed by your mobile service provider may apply to alerts received on your Wireless Device). If the email address or Wireless Device number that you use for alerts changes, you are responsible for informing us of that change. Some alerts may include information about your financial accounts, products and services, such as an account balance or the due date for a loan payment. You should be aware that anyone with access to your email will be able to view the content of these alerts. You understand and agree that any alerts provided to you may be delayed or prevented by a variety of factors. We do not guarantee either the delivery or the accuracy of the content of any alert. You agree that we will not be liable for (i) any delays, failure to deliver, or misdirected delivery of any alert, (ii) any errors in the content of an alert, or (iii) any actions taken or not taken by you or any third party in reliance on an alert.

## **XIII. Transaction Authorization; Limitations and Exclusions**

### **13.01 Security Procedures.**

*a. Commercially Reasonable.* You represent that you have carefully considered the circumstances of your use of the Services and the transactions and activity that you will effect through the Services, and you acknowledge and agree that the Access Credentials constitute commercially reasonable security procedures under applicable law for the transactions and activity you intend to effect through the Services. You further acknowledge and agree that neither the Access Credentials nor any other security procedures that may be used in connection with any Service are designed to detect error in the transmission or content of communications or instructions made through the Service and that you bear responsibility for detecting and preventing such error. We may implement out-of-band authentication

as a security procedure for certain Services. In order to use out-of-band authentication, you may be required to have a compatible telephone (including a mobile phone) and to provide us your telephone number so that we may send authentication challenges to your telephone. If we implement out-of-band authentication for a Service and you do not have the telecommunications equipment required for such authentication, or if you do not provide us with information we need in order to send authentication challenges to your telecommunications equipment, we may not allow you to use the Service. We reserve the right to modify, amend, supplement, or cancel any or all security procedures, and/or to cancel or replace any Access Credentials, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in security procedures, but we may make any change in security procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed security procedures and/or continued use of the Services after any change in security procedures shall constitute your agreement to the change and your agreement that the applicable security procedures, as changed, are commercially reasonable and adequate for the purposes intended. Subject to the applicable provisions of consumer protection laws and regulations, if we offer or suggest that you use any particular Access Credentials or other commercially reasonable security procedures in connection with any Service and you refuse to use such Access Credentials or other security procedures and instead use different Access Credentials or security procedures, you agree to be bound by any Service transaction, whether authorized or unauthorized, made in your name and accepted by us pursuant to such different Access Credentials or security procedures. In any event, we may not allow you to use a Service if you do not use Access Credentials or security procedures recommended or required by us with respect to such Service.

*b. Breach.* In the event of the breach of any applicable security procedures, you agree to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to your systems, computer hardware and software, storage media and devices, and any other equipment or device that was used or may have been used in breach of the security procedures. You further agree to provide to us with any analysis of such systems, computer hardware and software, storage media and devices, and other equipment or devices, or any report of such analysis, performed by you, your agents, law enforcement agencies, or any other third party. Any failure on your part to assist us shall be deemed an admission by you that the breach of the security procedures was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the security procedures from you and not from a source controlled by us.

**13.02 Authorization; Accuracy of Information You Provide.** By providing information necessary to execute transactions and inquiries through the Service and otherwise following our procedures for the execution of transactions and inquiries, you authorize us to perform those transactions and inquiries. To the fullest extent allowed by law (and subject to the applicable provisions of consumer protection laws and regulations), you agree to be bound by (i) any and all transactions and activity entered through the Services using your Access Credentials, whether authorized or unauthorized and notwithstanding any dual or multiple signature requirement identified on the signature card, organizational resolutions, or other documents relating to your Service Accounts, and (ii) any and all transactions and activity entered through the Services that are otherwise actually authorized, confirmed or ratified by you, or with respect to which you receive benefit, or that are binding on you under the law of agency. Our records demonstrating proper use of the Access Credentials and other applicable security procedures in connection with any Service transaction or activity will be deemed conclusive proof that the transaction or activity was authorized and that you are bound by thereby. You agree and intend that the authorization of transactions through the Services shall be considered the same as your binding written signature in authorizing us to perform any action relating to the transactions requested. You authorize us to make adjustments to your Service Accounts, by debits or credits, as necessary to correct errors in Service transactions. You acknowledge and agree that any co-owner of any Service Account individually may (i) activate any applicable Service with respect to the Service Account, (ii) consent and agree to the terms and conditions for any such Service, and/or (iii) terminate any such Service, and you further acknowledge and agree that any such action will be binding upon all owners of the Service Account. You warrant and represent that any and all information and data that you provide to us with regard to your enrollment in and/or use of the Services are accurate, complete, and without error, and you agree that we may rely thereon without verification in the performance of our duties and responsibilities under this Agreement and in the execution of Service transactions and activity.

### **13.03 Transaction Limitations.**

*a. Foreign Payments.* Unless otherwise permitted in connection with the Service you are using, you agree that you will not use the Service to make any remittance of funds to a person or entity located outside of the United States or its territories.

*b. IATs.* You agree that you will not use the Service to execute transactions that must be classified as international automated clearing house transactions (IATs) under the rules of the National Automated Clearing House Association (NACHA). An IAT is defined generally as a payment that has been funded internationally or is being sent to another country and a part of the transaction will be processed via the automated clearing house network. The automated clearing house network is frequently used in processing of certain transactions, including payment transactions through the Bill Pay Service. You agree not to use the Service to initiate or participate in an IAT. It is your responsibility to determine whether any transaction you intend to initiate would be an IAT and to comply with your obligation not to use the Service in connection with such a transaction. More information about IATs and NACHA's rules for IATs is available at <http://www.nacha.org>.

*c. Court-Ordered and Governmental Payments.* You agree that you will not use the Service to make tax payments, to make payments of alimony or child-support, to pay fines or penalties, or to make any other payment ordered by a court or governmental authority.

*d. Security Limitations.* For security reasons, we may from time to time impose or modify limits or restrictions on the number, frequency, and dollar amount or types of transfers or transactions that you can make using the Services. You agree to abide and be bound by all such limitations and restrictions imposed from time to time by us, and you acknowledge and agree that such limitations and restrictions are solely for the protection of our systems and assets. We will endeavor to provide you with reasonable notice of limitations and restrictions that affect your use of the Services, but we may not provide you with notice if we believe that the confidentiality of such matters is important for the security of our systems and assets. We may refuse to process any Service transaction that we believe is fraudulent or puts our systems or assets at undue risk.

*e. Payments for Third Parties.* You agree that you will not use the Service to make any remittance of funds on behalf of a third party.

*f. Other Limitations.* Additional Service limitations and restrictions may be described elsewhere in this Agreement, and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. Applicable Service instructional materials also may provide additional information regarding limitations and restrictions. You agree to abide and be bound by all applicable limitations.



#### 13.04 Compliance with Laws.

a. *Illegal Purposes; Internet Gambling.* You agree not to use any Service for any illegal purpose or in breach of any contract or agreement by which you are bound, and you agree to comply with all applicable laws, rules, and regulations in connection with your use of the Services. You acknowledge and agree that we have no obligation to monitor, review or evaluate your transactions for legality and that we may presume that all of your transactions are legal in all applicable jurisdictions. However, we reserve the right to decline any transaction that we believe is an illegal transaction or a high-risk transaction in any applicable jurisdiction. You agree not to use any Service to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to decline any transaction that we believe is an internet or online gambling transaction. You further agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal.

b. *OFAC.* You warrant to us that neither this Agreement nor any transaction contemplated by it will violate any currency exchange control regulations, economic or other sanctions regulations or any other legal restrictions applicable to you or to any of the transactions that will be made through your Service Accounts under this Agreement. You acknowledge and agree that certain transactions under this Agreement may be subject to regulations issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury. You further acknowledged and agree that if any transaction under this Agreement involves the payment of funds to a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, we shall have the right to suspend the transaction and to "block" the funds until OFAC issues a written release to us.

13.05 Attempting Prohibited Transactions. If you use the Service to attempt any transaction that you have agreed not to make or attempt, that exceeds the restrictions or limitations provided by the Agreement, or that is otherwise prohibited by applicable agreement, law, or regulation (any such transaction, a "Prohibited Transaction"), we may process or refuse to process such Prohibited Transaction in our sole and absolute discretion and without liability to you. To the fullest extent permitted by applicable law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such Prohibited Transaction, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such Prohibited Transaction through the Service, whether such claims, liabilities, and/or damages arise under this Agreement or otherwise (including, without limitation, any claims relating to any guarantee of timely delivery of a Payment that may be provided in the Agreement). Except as required by law, we have no obligation to research or resolve any claim resulting from a Prohibited Transaction, and any research and resolution regarding any misapplied, misposted, or misdirected Prohibited Transaction will be solely your responsibility and not ours.

13.06 Delays. You agree that we shall not be liable for any nonperformance or delay in the performance of any Service resulting from any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or any other condition or circumstance not within our reasonable control. You further agree and acknowledge that the performance and completion of Service transactions are subject to our business days and hours of operation, our published policies and procedures, the hours of operation of our internal departments performing Service transactions, the provisions of this Agreement, and the provisions of other agreements you may have with us (including, but not limited to, the agreements governing your Service Accounts), and you agree that we shall not be liable for any delay in the processing or settlement of Service transactions resulting from the foregoing.

13.07 Information Obtained Through Services. Any Service Account, transaction, or activity information that is provided to you through any Service will include a date and/or time as of when such information is current. You acknowledge that such information may not reflect transactions and activity in process and may, therefore, differ from your own records. The number of records available through any Service, and the period of time during which such records may be available, will be determined by us from time to time in our discretion. We make no representation or warranty as to the completeness, accuracy, reliability, or currency of any third party information or data that you obtain through the use of any Services. You agree to promptly and regularly review Service Account, transaction, and activity information that is made available through applicable Services and to notify us immediately of any errors or suspected unauthorized transactions or activity by calling us at the telephone number provided in the "Errors or Questions" section of this Agreement. You agree not to rely or act upon any data or information obtained through the Services that you know, or have reason to know, is erroneous, incomplete, or not current.

13.08 Overdrafts; Transaction Processing. You agree not to use or attempt to use any Service to overdraw or exceed your credit limit on any Service Account, as applicable. You acknowledge and agree that nothing in this Agreement creates a credit facility of any kind or nature whatsoever in your favor, or any right on your part to borrow funds from us, or any obligation on our part to lend funds to you. We, in our sole and absolute discretion, and without any obligation to you whatsoever, may execute or refuse to execute any Service transaction that overdraws or exceeds your credit limit on any Service Account, as applicable. The provisions of this section are not intended to affect, annul, modify, or amend the express terms and conditions of any separate written overdraft or credit agreement between you and us. Subject to the specific terms of any agreement governing the applicable Service Account, you agree that in our daily processing of transactions we may process and execute Service transactions in any order that we choose. Without notice to you, we may change the order in which we process and execute Service transactions at any time and from time to time. We will not be liable to you for any Service transactions that overdraw or exceed the credit limit on your Service Account, as applicable, as a result of transaction processing methodologies and posting orders we use.

#### 13.09 EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; YOUR INDEMNIFICATION OF US.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. SUBJECT TO THE PROVISIONS OF APPLICABLE LAW, OUR RESPONSIBILITY TO YOU UNDER THIS AGREEMENT, AND IN PERFORMING OUR DUTIES AND OBLIGATIONS WITH RESPECT TO ANY SERVICE, IS LIMITED TO THE EXERCISE OF ORDINARY CARE AND GOOD FAITH. IF WE SUBSTANTIALLY COMPLY WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH IN THIS AGREEMENT, WE SHALL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND GOOD FAITH. YOU AGREE THAT CLERICAL ERRORS AND MISTAKES DO NOT CONSTITUTE A FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER

DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM YOUR USE OF THE SERVICE WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT.

WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR DEVICES OR RELATED EQUIPMENT OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, FINANCIAL SOFTWARE), OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE SERVICES AND ANY APPLICATION FOR DEPOSIT OR OTHER SERVICES AT OUR WEBSITE ARE SOLELY OFFERED TO THE CITIZENS AND RESIDENTS OF THE UNITED STATES OF AMERICA AND MAY NOT BE ACCESSED WHILE OUTSIDE THE UNITED STATES. IF YOU CHOOSE TO USE THE SERVICES FROM LOCATIONS OUTSIDE THE UNITED STATES, YOU DO SO AT YOUR OWN RISK. YOU MUST NOTIFY US IN ADVANCE IF YOU ARE PLANNING TO USE AN ACCESS DEVICE OUTSIDE OF THE UNITED STATES OR YOUR TRANSACTIONS WILL BE DECLINED.

YOU AGREE THAT NEITHER WE NOR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS OR THIRD PARTY SERVICE PROVIDERS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING OR ARISING IN ANY WAY IN WHOLE OR IN PART FROM (I) THE USE OF OR THE INABILITY TO USE THE SERVICE, (II) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM USE OF THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE SERVICES, (V) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, (VI) THE INSTALLATION, USE, OR MAINTENANCE OF ANY HARDWARE OR SOFTWARE (INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL SOFTWARE) OR OTHER EQUIPMENT, AND/OR (VII) ANY OTHER MATTER RELATING TO THE SERVICES OR YOUR USE THEREOF. OUR LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM OUR FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.

WE ARE NOT RESPONSIBLE FOR THE QUALITY OF GOODS, PROPERTY, OR SERVICES THAT YOU PAY FOR USING ANY SERVICE. ANY CLAIMS CONCERNING GOODS, PROPERTY, OR SERVICES PAID FOR USING A SERVICE MUST BE RESOLVED BY YOU DIRECTLY WITH THE PAYEE, AND ANY CLAIM OR DEFENSE THAT YOU ASSERT AGAINST SUCH PAYEE WILL NOT RELIEVE YOU OF YOUR RESPONSIBILITY TO US UNDER YOUR AGREEMENT(S) WITH US. IT IS YOUR RESPONSIBILITY TO DETERMINE WHAT TAXES, IF ANY, APPLY TO THE PAYMENTS YOU MAKE OR RECEIVE, AND IT IS YOUR RESPONSIBILITY TO COLLECT, REPORT AND REMIT THE CORRECT TAX TO THE APPROPRIATE TAX AUTHORITY. WE ARE NOT RESPONSIBLE FOR DETERMINING WHETHER TAXES APPLY TO OUR TRANSACTION, OR FOR COLLECTING, REPORTING OR REMITTING ANY TAXES ARISING FROM ANY TRANSACTION.

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, EXPENSES, COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES), AND THIRD PARTY CLAIMS CAUSED BY OR ARISING FROM OR RELATED TO (I) YOUR USE OF THE SERVICES, OR THE USE OF THE SERVICES BY ANY OF YOUR CO-SERVICE ACCOUNT OWNERS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, (II) ANY SERVICE TRANSACTION OR ACTIVITY PERFORMED IN COMPLIANCE WITH YOUR INSTRUCTIONS OR DIRECTIONS, (III) OUR ACTION OR INACTION IN RELIANCE UPON ANY INSTRUCTIONS OR INFORMATION RECEIVED FROM ANY AUTHORIZED USER OF THE SERVICE OR ANY OTHER PERSON REASONABLY BELIEVED BY US TO BE YOUR AUTHORIZED REPRESENTATIVE, (IV) ANY SERVICE TRANSACTION, INQUIRY, OR ACTIVITY INITIATED USING APPLICABLE SECURITY PROCEDURES, WHETHER OR NOT THE PERSON INITIATING SUCH TRANSACTION, INQUIRY, OR ACTIVITY IS AN AUTHORIZED USER OR OTHER AUTHORIZED REPRESENTATIVE OF YOURS, (V) YOUR BREACH OF ANY TERM OR PROVISION OF THIS AGREEMENT, (VI) YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR (VII) YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT OR YOUR BREACH OR VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS. YOU FURTHER AGREE TO FULLY COOPERATE WITH AND ASSIST US IN ANY EFFORTS ON OUR PART TO RECOVER FROM ANY THIRD PARTY OR PARTIES ANY LOSSES WE INCUR AS A RESULT OF ANY SERVICE TRANSACTION OR ACTIVITY.

WITHOUT LIMITING OR DIMINISHING THE FOREGOING TERMS OF THIS SECTION, IF WE REIMBURSE YOU FOR ANY LOSSES OR PAY YOU ANY DAMAGES IN CONNECTION WITH ANY TRANSACTION UNDER THIS AGREEMENT, YOU AGREE TO TRANSFER ALL OF YOUR RIGHTS RELATING TO SUCH TRANSACTION TO US AND TO ASSIST US IN ANY EFFORTS OR LEGAL ACTIONS THAT WE MAY TAKE TO RECOVER THOSE AMOUNTS FROM ANY THIRD PARTY.

#### **XIV. Additional Terms and Conditions**

**14.01 Fees and Charges.** You agree to pay all fees and service charges applicable to your use of the Services. Fees and charges are subject to change. Current fees and service charges are listed in the BANKING SERVICES AND FEES disclosure available at [www.easternsavingsbank.com](http://www.easternsavingsbank.com) or any of our deposit branches and also may be disclosed in applicable Service applications. You also may contact us as provided in the "Errors or Questions" section of this Agreement or visit any of our banking offices for current information.

*About applicable fees and charges.* You authorize us to deduct Service fees and charges from any Service Account that you use in connection with the Services, and to the extent such Service Account lacks sufficient funds for the payment of Service fees and charges, from any of your other accounts maintained with us. You acknowledge that Service fees and charges are in addition to fees and charges that may otherwise be applicable to your Service Accounts or to other services you use in connection with those Service Accounts, and are in addition to any fees and charges that may be assessed by your third party service providers.

**14.02 Electronic Transactions and Records.** Subject to the requirements of applicable law, you agree and consent to enter into agreements and to accept Service terms, conditions, and information electronically and otherwise to transact Service business with us electronically, as we direct or require. To the extent that any Service provides for the use and delivery of electronic records, you consent to the receipt of electronic records of Service information, documentation, and data in lieu of a hard or paper copy or version thereof. You agree that you will not alter any electronic information, data, or records furnished by us, and you agree that our record of any such information, data, or records is the best evidence of the information set forth therein. We reserve the right to furnish to you, and the right

to require you to furnish to us, writings or paper copies of information, communications, data, or records relating to any Service, in lieu of and/or in addition to electronic records thereof, at any time in our discretion.

**14.03 Information about You.** You agree to provide us with such financial and other information or documentation as we may request from time to time for the purpose of determining your eligibility and/or qualifications for any Service, for the purpose of enabling us to provide or deliver the Services, and/or for the purpose of enabling us to comply with applicable laws and regulations. You confirm, certify, and represent that all information you provide to us from time to time in connection with your use of the Services is true and correct, and you agree to notify us in the event any such information should change. You authorize us to investigate or reinvestigate at any time any information provided by you and to request reports on your financial condition and business affairs from third party reporting agencies (including, but not limited to, consumer reporting agencies) from time to time as we deem desirable in our discretion, subject to the requirements of applicable law. Subject to the requirements of applicable law and other provisions of this Agreement, you agree that we may disclose information about you and about your Service transactions and activity to third parties as we deem necessary or convenient in order to discharge our duties and responsibilities in the delivery of the Services and in the execution of Service transactions and activity, and/or as necessary for us to comply with applicable law or regulation (including, without limitation, disclosures to government authorities of information concerning you and transactions under this Agreement that we believe to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements).

**14.04 Proprietary Service Content.** Except for property in which you have an exclusive ownership or beneficial interest, and/or proprietary information or material which you have licensed to us or permitted us to use in connection with the Services as provided in this Agreement, all rights to the Service Content (as hereinafter defined) are owned by us and/or our licensors, subject to applicable law. The Service Content is protected under both United States and other applicable copyright, trademark, patent, and other laws. You are permitted to use the Services and the Service Content only as provided in this Agreement. You agree not to copy, reproduce, distribute, or create derivative works from the Service Content in whole or in part without our express written consent in each instance. You agree not to reverse engineer or reverse compile any Service Content that we use in connection with the Services. For purposes of this Agreement "Service Content" means, without limitation, any and all equipment, hardware, software, computer programs (together with the object and source codes therefore, and any updates, upgrades, fixes, and enhancements thereto), tools, services, text, graphics, images, logos, button icons, photographs, editorial content, notices, operational manuals, documentation, user and instructional guides, records, files, systems, marks, designs, visual expressions, screen formats, report formats, inventions, processes, improvements and enhancements to inventions and processes, ideas, methods, algorithms, concepts, formulae, Access Credentials, technological and procedural information, data, any of the foregoing specially customized, created or developed by us for you in connection with your use of the Services, and/or any other thing of a proprietary nature which is developed, created, or provided by us or our contractors, as applicable, for use in connection with any Service, together with all adaptations or derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.

**14.05 New Services; Third Party Services.** We may introduce new electronic banking and financial services or add enhancements to existing Services from time to time. By using such new services or enhancements after they become available, you agree to be bound by all terms and conditions applicable thereto. From time to time we also may arrange for third parties not affiliated with us to make their products and services ("Third Party Services") available to you, and we may provide hyperlinks to external websites owned or operated by such third parties. Third Party Services may be subject to separate terms and conditions between you and the provider of such services. In the event of a conflict between the terms of this Agreement and the terms of any agreement between you and the provider of a Third Party Service, the terms of this Agreement shall control with the respect to legal relationship between you and us as addressed in this Agreement. Unless we otherwise agree in writing, and subject to applicable law, the provider of any Third Party Service is solely responsible for the Third Party Service and we shall have no responsibility or liability to you therefor. No breach or default by the third party provider with respect to any Third Party Service shall in any way relieve you of your obligations to us under this Agreement or allow you to withhold the performance thereof. You agree to indemnify, defend, and hold us harmless from and against any and all liability, losses, or claims arising out of or in any way related to any breach or default on your part with respect to any agreement you may have with the provider of any Third Party Service. The privacy, information-sharing, and security policies of any provider of a Third Party Service may differ from our policies, and you are responsible for reviewing and understanding the provider's policies before you obtain a Third Party Service.

**14.06 Your Contractors.** To the extent that you engage any third party contractor or service provider to facilitate, support, or assist you in your use of any Services, you agree that such party acts as your agent in connection with this Agreement and you agree to ensure that such party observes, complies with, and does not breach any duty, term, condition, obligation, or responsibility on your part to be performed, observed or complied with in connection with this Agreement. You further agree that we shall not be responsible for, and shall have no duty to remedy or correct, any acts, omissions, breaches, defaults, or nonperformance on the part of any such party with respect any services, products, equipment, or goods provided by such party to you.

**14.07 Cancellation of Services by You.** You may cancel your enrollment in the Services at any time by contacting us as provided in the "Errors or Questions" section of this Agreement, or by electronically contacting us through any applicable Service messaging system we may provide, and advising us of your intent to cancel. You also may be able to cancel certain Services by following applicable instructional material and guides within the Service applications. You agree to follow any instructions we provide in order to finally effect cancellation of the Services. We may, in any event, require you to put your cancellation request in writing. If you cancel your enrollment in the Services, we will have a reasonable opportunity, which shall be at least five (5) business days, after receipt of your cancellation notice to cancel any scheduled but unprocessed Service transactions. We will have no liability to you in the event any such transactions are processed and executed before we have a reasonable opportunity to cancel them after receiving your Service cancellation notice. We recommend that you separately cancel any scheduled Service transactions that have not begun processing prior to notifying us that you wish to cancel the Service. Cancellation of your enrollment in the Services may not cancel transactions that already have begun processing, but we reserve the right to cancel all such transactions upon receiving your Services cancellation notice. The closure of all Service Accounts that you use in connection with the Services may result in cancellation of the Services. In the event any Service is provided by a third party, you may need to make arrangements with that third party for the cancellation of that Service. You may be able to separately cancel your enrollment in particular Services as provided elsewhere in this Agreement. Cancellation of particular Services may result in the cancellation of other related Services or all Services.

**14.08 Rules, Regulations and Other Agreements; Entire Agreement.** You agree to be bound by the operating rules and regulations of any networks, funds transfer systems, associations, or clearing houses in which we participate and/or which process Service transactions or activity. You further agree to be bound by the terms of any agreements entered into by and between us and any service providers or agents involved in the provision of the Services. You further agree to follow and to be bound by the provisions of any guides and instructional materials we provide in connection with any Service. This Agreement constitutes the current, sole and entire agreement between you and us with respect to the Services, and any and all prior agreements with respect to the Services are superseded by this Agreement. This Agreement supplements, but does not replace, other agreements you have entered into with us, including, but not limited to, the terms and conditions governing your Service Accounts and/or any other services used by you in relation to the Service Accounts. Such other agreements, terms and conditions

remain in full force and effect, and we may apply the provisions thereof to your use of the Services as the context may require; provided, however, that in the event of a conflict between the terms of this Agreement and those of any other agreement, the express terms of this Agreement shall control with respect to the Services. For the avoidance of doubt, to the extent that other agreements you have with us describe products and services similar to the Services described in this Agreement, you acknowledge and agree that this Agreement controls as to the provision and use of the Services described in this Agreement, and such other agreements control as to the provision and use of the respective products and services described therein. You certify, represent and warrant that you have legal capacity and any necessary authorization to enter into this Agreement under applicable law.

**14.09 Unauthorized Alteration.** Neither this Agreement nor any Service enrollment form or template may be altered by you in any way without our express written agreement. Any attempt by you to alter either this Agreement or any enrollment form or template without our express written agreement shall be void and shall have no legal effect. You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties, expenses and punitive and other damages (including without limitation reasonable attorneys' fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement or any enrollment form or template without our express written agreement. You acknowledge and agree that no practice or course of dealing between you and us, nor any oral representations or communications by you and/or any of our agents, employees or representatives, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement.

**14.10 Amendments.** We have the right to amend or change the terms of this Agreement (including the separate sections hereof) and/or the fees, charges, features, operational elements, and other terms and conditions applicable to the Services, at any time in our discretion. Any changes we make will be effective as of the time we determine, with or without notice to you, provided that we will furnish you with notice of changes as required by applicable law. Subject to any notice requirements provided by applicable law, you expressly agree that we may in our discretion add to, modify, and/or delete administrative and operational features and elements applicable to the use of the Services and/or make any changes that are in your favor without notice to you. If you do not agree to any change or amendment relating to the terms and conditions of this Agreement or the Services, you must terminate your use of the Services. By using any of the Services after any such change or amendment, you agree to that change or amendment. If we provide you with a change of terms notice, you agree that a summary or general description of the changes is sufficient notice. Such notice may be given at our discretion by mail, by e-mail, or by revising the terms and conditions in this Agreement and making it available in our deposit branches. We will also mail to you the most recent version of this Agreement upon your written request. Any notice that is mailed is considered received 48 hours after we place it in the mail, postage- paid, for delivery to your address as shown on our records. Any notice delivered electronically is considered received 24 hours after it is first made available through our online banking and bill pay service. If a specific notice period or type of notice is required by applicable law, the revised terms will be binding in accordance with such law.

**14.11 Notifications to You.** You agree that we may send any information, disclosures and/or notices (including, but not limited to, change in terms notices) relating to the Services (collectively, "Service Notices") to you in electronic form. Subject to the requirements of applicable law, your agreement to receive Service Notices electronically applies (without limitation) to any and all disclosures and information that we are required by applicable law or regulation to provide in writing. You agree that we may electronically post or make available Service Notices in the applicable Service application or on any website we designate. We also may electronically transmit Service Notices to your Service Email Address. You will be deemed to have received any electronic Service Notice upon the earlier of (i) your actual retrieval or review of the Service Notice and (ii) three (3) days after the Service Notice is posted or made available in the applicable Service Application (or other website we designate) or transmitted to your Service Email Address whether or not you have retrieved or reviewed the Service Notice by that time. You acknowledge and agree that any present or future election by you to include your name in any internal database maintained by us in order to keep a record of customers who do not wish to receive general electronic messaging shall not apply to or affect your agreement to receive Service Notices electronically. We reserve the right to provide you with paper copies of Service Notices in lieu of or in addition to electronic versions at any time in our discretion. You agree that we may mail paper versions of Service Notices to your mailing address that appears in our records or otherwise provide Service Notices to you pursuant to any other method to which you have agreed.

**14.12 Data Recording; Consent to Communications.** You agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you and us without further notice to any person. You also acknowledge and agree that when you use the Services the transaction and other information you enter may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us (collectively, "Service Data") shall be and remain our property, and we shall have no obligation to provide Service Data or copies thereof to you, subject to the requirements of applicable law. If you request us to make Service Data available to you, and if we agree to provide Service Data to you, you agree to pay our fees and charges for making the Service Data available to you or to any third party at your request. You acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Services. You agree that we may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, email, or other electronic message to administer and manage the delivery of the Services to you, to collect any amounts you may owe under with respect to Services or for other informational purposes related to the Services (each a "Communication"). You agree that we may call or text you at any telephone number that you provide in connection with the Services, including cellular telephone numbers. You understand and agree that you are not required to provide such consent with respect to Communications made to your cellular telephone number(s). If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you agree to provide us with such information as we may request in order to process the revocation of your consent. To help us facilitate such a request, you may call us at 1-800-787-7372. If you request or authorize SMS/text messages to be transmitted to your Wireless Device in connection with any Service, your mobile carrier's message and data fees may apply to those messages. You acknowledge and agree that we may from time to time communicate directly with any party to any of your Service transactions or activity (including, without limitation, payees of payment transactions executed through any Service) in order to perform and deliver the Services and to process and execute Service transactions.

**14.13 Setoff.** You agree that we may, without making a prior demand or giving you notice, obtain payment of any amount you owe us under or in connection with this Agreement by debiting any Service Account or any other account that you maintain with us, and you also agree that we may setoff any obligations you owe us against any amount that we otherwise owe you. In addition, you grant us a security interest in each Service Account and in each other account that you maintain with us to cover any obligations that you owe us under or in connection with this Agreement.

**14.14 Assignment.** You agree that your use of the Services described in this Agreement is personal to you and that you will not resell or assign use of the Services or make any unauthorized commercial use thereof. You may not assign or transfer this Agreement, or any of your rights hereunder, without our prior written acknowledgement and consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party or parties in our discretion and without notice to you, subject to the

requirements of applicable law. You agree that our third party service providers and contractors may rely upon your agreements and representations in this Agreement and that such service providers and contractors may enforce those provisions against you, as applicable and as the circumstances or context may require. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

**14.15 Termination by Us; Survival of Obligations.** We may cancel, terminate, or suspend any of the Services (including, without limitation, any and/or all pending or scheduled Service transactions) at any time in our discretion, for any reason or for no reason, without notice to you, except as required by applicable law or regulation. To the fullest extent permitted by law, you agree that we shall have no liability to you or to any third party in the event we cancel, terminate, or suspend any Service (or any Service transaction), or in the event we exercise any of our other rights or remedies under, relating to, or arising out of this Agreement. No termination, cancellation, or suspension of this Agreement or any Service (or any Service transaction) for any reason (including, without limitation, cancellation of any Service by you or by us) shall relieve you of any liability for obligations which have accrued prior to the effective time of such termination, cancellation or suspension or for obligations and duties under this Agreement which by their nature or by express provision are intended to survive. Without limiting the foregoing provisions, you acknowledge and agree that we may consider your enrollment in any Service inactive or dormant after a certain period of time (generally not less than one year) set from time to time by us during which you have not logged in to the Service application. Once your enrollment has been placed on inactive or dormant status, Service transactions may be declined, you may not be able to access the Service, and/or you may be required to re-enroll in the Service in order to continue using it.

**14.16 Waiver.** The rights, remedies, and recourse afforded to us with respect to the enforcement of this Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by us in such order and in such manner as we may determine in our sole and absolute discretion. No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy. No waiver shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits us to take action or not to take action in our discretion on any matter, any action or inaction on our part with respect to such matter shall not obligate us to repeat such action or inaction with respect to matters that may subsequently arise.

**14.17 Headings; Pronouns.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders where the context so requires. The use of the singular form shall include the plural and the use of the plural shall include the singular where the context so requires.

**14.18 Severability.** No term of this Agreement is intended to supersede, replace, waive, modify or amend any provision of applicable law or regulation in respect of the usage of the Services primarily for personal, family or household purposes which provision may not lawfully be superseded, replaced, waived, modified or amended by agreement. If a court of competent jurisdiction or arbitrator, as applicable, finds any term of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that term invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending term shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending term cannot be so modified, it shall be stricken and all other terms of this Agreement in all other respects shall remain valid and enforceable. In the event the terms of this section shall conflict with the express terms of the arbitration provisions of this Agreement, the terms of the arbitration provisions shall govern and control with respect to the interpretation and enforcement of the arbitration provisions. Subject to the foregoing, you agree that each and every term of this Agreement shall be binding and enforceable to the fullest extent allowed by law.

**14.19 Applicable Law.** Regardless of where you live, work, or access the Services, this Agreement will be governed by the substantive laws of the State Of Maryland and by the laws of the United States. Subject to the arbitration provisions of this Agreement, any proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the State of Maryland.

## **XV. Additional Terms and Conditions for Business Customers**

This Section contains additional terms, agreements, and disclosures for Accounts outside of the scope of the federal Electronic Fund Transfer Act and Federal Reserve Board Regulation E (for example, commercial or business Accounts that are established primarily for purposes other than personal, family, or household use or any Account held by entities, not natural persons). Some Services may not be available for these type of Accounts.

**15.01 Responsibility and Liability for Transactions.** You are solely responsible for the security of your PIN/Password and all uses of your Card. All Transactions made with your PIN/Password and/or Card are conclusively presumed to have been authorized by you. We shall have no liability to you for any unauthorized Transaction made using your PIN/Password and/or Card that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

Notwithstanding any other provision in this Agreement, we have no liability for failing to complete a Transaction to or from your Account in time or in the correct amount under any circumstances listed in Section III. In other cases, if we fail or delay in making a Transaction pursuant to your instructions, or if we make a Transaction in an amount that is less than the amount in your instructions, then (unless otherwise required by law) our liability shall be limited to interest on the amount that we fail to timely pay or transfer, calculated from the date on which the Transaction was to be made until the date it was actually made or you notify us of the problem, whichever occurs first, but in no event to exceed 30 days' interest. We may pay such interest either to you or the intended recipient of the Transaction, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a Transaction in an amount that exceeds the amount in your instructions, or if we permit an unauthorized Transaction after we have had a reasonable time to act on notice from you of possible unauthorized use, then (unless otherwise required by law) our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest on that amount from the date of the Transaction to the date of the refund, but in no event to exceed 30 days' interest. If we become liable to you for interest under this Agreement or applicable law, such interest shall be calculated based on the lowest interest rate we are then paying on our deposit Accounts. In no event shall we be liable for interest compensation unless we are notified of a discrepancy within 30 days from the date of the first periodic statement reflecting the discrepancy. Unless otherwise required by law, in no event will we be liable to you for special, indirect, or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages. You agree to reimburse us and indemnify us for any loss or expense we incur and for any claim made against us in providing these Services to you, including any reasonable legal fees we have in this regard.

**15.02 Financial Information.** You agree from time to time, upon our request, to provide us with current financial information about yourself. We may terminate your Services if you fail to provide such information or if you no longer qualify for Services based on our review of the information you supply.

**15.03 Authentication.** We reserve the right, in our sole discretion, to authenticate any request for a Service prior to effecting the same. We are entitled to rely on any communication, instrument, document, telephonic, or computer instruction believed by us in good faith to be genuine and correct and to have been given, signed, or sent by anyone on your behalf. We shall not be liable to you for the consequences of such reliance. You agree that these procedures are commercially reasonable, are designed to authenticate the use of the Services, are not designated for your protection, and are not used to detect errors in the transmission or content of any instruction.

**15.04 Provisional Credit.** Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

**15.05 Transaction Notification.** You agree that we will not notify you of any Transaction except in any periodic statements we provide to you. If periodic statements are not provided, you agree that we are not obligated to provide you with notice of Transactions. On receipt of any periodic statement, you agree to review it and promptly report to us (and in no event later than 30 days after the date that you received the statement), any discrepancies, errors, or unauthorized Transactions.

**15.06 Right to Stop Payment and Procedure for Doing So.** If you are a business customer, you generally must contact the person to whom you make the payments in order to stop those payments. If we attempt to stop payment for you, you understand that we may not be successful or that the ACH rules governing such payments may not permit us to stop payment. You agree to hold us harmless if we are unsuccessful in stopping a payment and to indemnify us from liability if we are successful in stopping a payment.

## **XVI. Transaction Control Functions**

We may, in our discretion, provide functions within one or more of the Service applications described in this Agreement whereby you may electronically activate settings to restrict, block, limit, or otherwise control certain Service Account transactions automatically (a "Transaction Control Function"). A Transaction Control Function may include, for example, a setting that allows you to prevent your Card from being used for online purchases. By enabling or using any Transaction Control Function, you agree to the terms of, and you agree to comply with, all instructional materials, technical requirements, and on-screen guides we disclose or make available to you in connection with the Transaction Control Function, as the same may be amended by us from time to time. You are solely responsible for activating and deactivating any transaction control settings that are available through any Transaction Control Function, and you agree that we will not be liable to you or to any third party as a result of processing or handling Service Account transactions according to your transaction control settings. Any Transaction Control Function may rely on transaction information provided by third parties such as payment networks, merchants, and financial institutions. You agree that we will not be liable to you or to any third party in the event we process or handle any Service Account transaction in conflict with your transaction control settings as a result of erroneous, inaccurate, or incomplete transaction information provided by a third party. Subject to the terms and features we disclose for any particular Transaction Control Function, we will implement the transaction control settings you make as soon as reasonably practicable. However, you agree that we will not be liable to you or to any third party in the event we process or handle any Service Account transaction in conflict with a transaction control setting you have made if we have not had a reasonable opportunity to implement the setting. Our provision and your use of any Transaction Control Function does not relieve you of your responsibility to diligently monitor activity in your Service Account, to promptly review Service Account statements as they are made available to you, and to promptly report any errors or unauthorized transactions, or lost or stolen Cards, according to the terms and conditions of the agreements governing your Service Account.

## **XVII. ARBITRATION AND WAIVER OF JURY TRIAL.**

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY CONTROVERSY OR DISPUTE BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION A DISPUTE IS RESOLVED BY A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

**17.01 Agreement to Arbitrate.** You agree that either you or we may, without the other's consent, require that any controversy or dispute between you and us (all of which are called "Claims") be submitted to mandatory, binding arbitration. This arbitration provision is made pursuant to a Transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. 1 et seq., as may be amended from time to time, and to the extent Maryland law is applicable, the Maryland law governing the Agreement.

**17.02 Claims Covered.** Claims subject to arbitration include, but are not limited to, disputes relating to the establishment, terms, treatment, operation, handling, limitations on or termination of your Account; any disclosures or other documents or communications relating to your Account; any Transactions or attempted Transactions involving your Account, whether authorized or not; billing, billing errors, credit reporting, posting of Transactions, payments, credits, or collection matters relating to your Account; services or benefits programs relating to your Account, whether or not they are offered, introduced, sold, or provided by us; advertisements, promotions, or verbal or written statements related to (or preceding the opening of) your Account; goods or services financed under your Account, or the terms of financing; the application, enforceability, or interpretation of this Agreement, including this arbitration provision, and any other matters relating to your Account, a prior related Account, or the resulting relationships between you and us. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Claims subject to arbitration include:

- a. Not only Claims made directly by you, but also Claims made by anyone connected with you or claiming through you such as a co-applicant or authorized user of your Account, your agent, representative, heirs, or a trustee in bankruptcy.
- b. Not only Claims that relate directly to us, a parent company, subsidiary company, affiliated company, and any predecessors and successors (and

the employees, officers, and directors of all of these entities), but also Claims for which we may be directly or indirectly liable, even if we are not properly named at the time the Claim is made.

- c. Claims based on any theory of law, any contract statute, regulation, ordinance, tort (including fraud or any intentional tort), common law, constitutional provision, respondent superior, agency, other doctrine concerning liability, for other persons, customer, course of dealing, or any other legal or equitable ground (including any claim for injunctive or declaratory relief).
- d. Claims based on any allegations of fact, including an alleged act, inaction, omission, suppression, representation, statement, obligation, duty, right, condition, status, or relationship.
- e. Claims that arose in the past, arise in the present, or arise in the future. Claims are subject to arbitration whether they are made independently or with other claims in proceedings involving you, us, or others.
- f. Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise. A party who initiates a proceeding in court may elect arbitration with respect to any Claim(s) advanced in the lawsuit by any other party or parties.
- g. Claims made as part of a class action or other representative action, and the arbitration of such Claims must proceed on an individual (non-class, non-representative) basis.
  - If you or we require arbitration of a particular Claim, neither you, we, nor any other person may pursue the Claim in any litigation, whether as a class action, private attorney general action, other representative action, or otherwise.
  - Claims are not subject to arbitration if they are filed by you or us in a small claims court, so long as the matter remains in such court and advances only as an individual (non-class, non-representative) claim.

**17.03 Initiation of Arbitration.** The party filing an arbitration must choose one of the following two arbitration administrators: (1) JAMS or (2) American Arbitration Association. These administrators are independent from us, and you and we must follow their rules and procedures for initiating and pursuing an arbitration. If you initiate the arbitration, you must also notify us in writing at:

General Counsel  
Eastern Savings Bank, fsb  
Executive Plaza 2  
11350 McCormick Road, Suite 200  
Hunt Valley, Maryland 21031

If we initiate the arbitration, we will notify you in writing at your last known address. Any arbitration hearing that you attend will be held at a place chosen by the arbitrator or arbitration administrator in the same city as the District Court closest to your then current address or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration administrators named above, and other related materials, including forms and instructions for initiating an arbitration, by contacting the arbitration administrators as follows:

JAMS  
1920 Main Street at Gillette Ave., Suite 300 Irvine, CA 92614  
Web site: [www.jamsadr.com](http://www.jamsadr.com)  
American Arbitration Association 335 Madison Avenue, Floor 10 New York, NY 10017-4605  
Web site: [www.adr.org](http://www.adr.org)

**17.04 Procedures and Law Applicable in Arbitration.** A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years' experience or a retired or former judge. The arbitrator will be selected in accordance with the rules of the arbitration administrator. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless this arbitration provision is inconsistent with those procedures and rules, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law and will not have the power to award relief to, against, or for the benefit of, any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by the party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

**17.05 Costs.** If we file the arbitration, we will pay the initial filing fee. If you file the arbitration, you will pay the initial filing fee unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. We will reimburse you for the initial filing fee if you paid it and you prevail. If there is a hearing, we will pay any fees of the arbitrator and arbitration administrator for the first day of that hearing. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good reason for requiring us to do so, or you ask us and we determine there is good cause for doing so. Each party will bear the expense of that party's attorneys, experts, witnesses, and other expenses, regardless of which party prevails, except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all expenses from another party.

**17.06 No Consolidation or Joinder of Parties.** All parties to the arbitration must be individually named. Claims by persons other than individually named parties shall not be raised or determined. Notwithstanding anything else that may be in this arbitration provision or Agreement, no class action, private attorney general action, or other representative action may be pursued in arbitration, nor may such action be pursued in court if any party has elected arbitration. Unless consented to by all parties to the arbitration, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are applicants, co-applicants, or authorized users on a single Account and/or related Accounts or parties to a single Transaction or related Transactions). This is so whether or not the Claims (or any interest in the Claims) may have been assigned.

**17.07 Enforcement, Finality, Appeals.** You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if any such Claims are part of a lawsuit, unless trial is scheduled to commence within 60 days except when new claims subject to arbitration are added to the lawsuit within such 60-day period, or a final judgment has been entered. Failure or forbearance to enforce this arbitration provision at any particular time, or in connection with

any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing.

**17.08 Severability, Survival:** This arbitration provision shall survive:

- a. Termination or changes in the Agreement, the Account, and the relationship between you and us concerning the Account.
- b. The bankruptcy of any party.
- c. Any transfer or assignment of your Account, or any amounts owed on your Account, to any other person. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

**Note: You may obtain a large-print version of this Agreement by calling our Customer Service Center at 1-800-787-7ESB or your local deposit branch.**



# Electronic Transaction Limits

In conjunction with the Deposit Account Agreement and Electronic Banking Disclosure and Agreement, this disclosure contains information for transactions processed through the use of our online and electronic banking services. Effective April 20, 2023.

Channel:	Limits and Restrictions:		
<u>EasternEase Online:</u>			
Bill Pay	<ul style="list-style-type: none"> <li>• \$25,000 daily transaction limit.</li> <li>• You have up until 3:59 p.m. ET on a Business Day to initiate a "Today" Transaction. "Today" transactions initiated 4:00 p.m. ET or after on a Business Day or at any time on a non-Business Day will be processed on the next Business Day.</li> <li>• Payments delivered within 2 business days are typically sent via ACH and payments delivered between 4 to 5 business days are typically sent via check through postal mail. When scheduling a payment, make sure you allow adequate time for processing and delivery of the payments you make, particularly those with a due date.</li> </ul>		
Funds Transfer	<ul style="list-style-type: none"> <li>• \$25,000 daily transfer limit.</li> <li>• All internal Transfers will be provisionally posted to your Account upon completion of your session. Transfers processed before 8:00 p.m. ET on a Business Day will be processed as "Today" transactions. Transfers processed after 8:00 p.m. ET on a Business Day or at any time on a non-Business Day will be processed on the next Business Day. "Future" and "Recurring" Transfers will be provisionally posted to your Account by the opening of business on the "effective date" or the next Business Day if the effective date is a non-Business Day.</li> </ul>		
External Transfers  <i>Internal-to-External or External-to-Internal</i>	<ul style="list-style-type: none"> <li>• \$5,000 individual transaction limit with a maximum daily transfer limit of \$10,000.</li> <li>• All external Transfers completed before 8:00 p.m. ET on a Business Day will be provisionally posted to your Account upon completion of your session and credits will be available on the 3rd Business Day after the day of deposit. External Transfers completed after 8:00 p.m. ET on a Business Day or at any time on a non-Business Day will be posted to your Account on the next Business Day and credits will be available on the 3rd Business Day after the Business Day of deposit. We cannot guarantee when another financial institution will process an external Transfer request and post the transaction; however, in most cases the transaction will post within 1 to 2 business days.</li> <li>• "Future" and "Recurring" Transfers will be provisionally posted to your Account by the opening of business on the "effective date" or the next Business Day if the effective date is a non-Business Day.</li> </ul>		
<u>Mobile Deposits</u>	<ul style="list-style-type: none"> <li>• \$7,000 daily deposit limit, up to 10 deposited checks. The maximum amount allowed per single check is \$2,500.</li> <li>• \$15,000 multi-day deposit limit, up to 25 deposited checks. Multi-day time period is 25 business days.</li> <li>• Deposits completed before 2:00 p.m. ET on a Business Day will be available on the 3rd Business Day after the day of deposit. Deposits completed after 2:00 p.m. ET on a Business Day or at any time on a non-Business Day will be available on the 3rd Business Day after the Business Day of deposit.</li> </ul>		
<u>EMMA</u> (telephone banking system)	<ul style="list-style-type: none"> <li>• Transfers processed between 6:00 a.m. ET and 8:00 p.m. ET on a Business Day will be processed as "Today" transactions. Transfers processed after 8:00 p.m. ET on a Business Day or at any time on a non-Business Day will be processed on the next Business Day.</li> </ul>		
<u>Debit Card Transactions</u>	<u>Withdrawal Daily Limit</u> <i>(includes ATM withdrawals &amp; cash back on purchases)</i>	<u>All Purchases Daily Limit</u> <i>(includes Point of Sale &amp; online card not present)</i>	<u>Total Debit Daily Limit</u> <i>(total Withdrawal &amp; All Purchases)</i>
Valued Customer	\$505	\$1,500	\$1,500
Preferred Customer	\$1,005	\$2,500	\$2,500