

# ELECTRONIC FUND TRANSFER AGREEMENT

“We”, “Us”, “our” and “Bank” refer to the Millbury National Bank. “You” and “your” apply to anyone who has an account with us and is authorized to use the applicable Electronic Fund Transfer (“EFT”) service. “Account” refers to any account at our bank from or to which we allow “EFTs”.

“Transfer” means a transfer to or from your account, including, without limitation, deposits, transfers between accounts and withdrawals.

“ATM” refers to any of our automated teller machines where you can use your Card and PIN.

“Card” refers to the Millbury National Bank ATM card.

“Debit Card” refers to the Millbury National Bank MasterMoney Debit card.

“PIN” refers, as applicable, to the Personal Identification Number you select, and you agree to use to identify yourself when using a POS terminal or ATM.

“Telephone Banking PIN” refers to the four-digit number you select and agree to use to identify yourself when making a telephone transfer.

“Checking Account” refers to one of the following accounts which you have selected in your application for the EFT Service. NOW Accounts, Money Market or any of our Checking Accounts. “Savings Account” refers to Statement Savings Accounts.

“Available Funds” means the money in your Accounts which can be withdrawn or transferred together with amounts in other accounts that may be available for transfer under any credit you may have available to you under your Cash Reserve Agreement. Available Funds may be less than the entire balance in your Account. For example, we delay the availability of deposits of cash or checks made at our ATMs.

“Point of Sale” or “POS” terminal refers to an electronic terminal at which you can use your Debit MasterCard® card and PIN to pay for goods and services by debiting a Checking Account. A POS transaction includes a transaction in which you use your card and/or PIN to pay for goods and services by debiting an account, whether or not an electronic terminal is used at the time of the transaction.

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Cash and electronic direct deposits will be available to you on the day we receive the deposit. Once the funds are available, you can withdraw them in cash, and we will use the funds to pay checks that you have written.

**Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposits.**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available for withdrawal at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check you deposited.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**I. WHAT IS AN EFT?** An EFT is a transfer of your funds at our Bank which is initiated electronically, for example, by telephone or computer or ATM. We currently offer the following EFT services:

(a) **Direct Deposit.** You may make arrangements for the direct deposit to your Account of Social Security benefits or other deposits, such as payroll, that we allow to be deposited directly to your Account into your Checking, Statement Savings or Money Market account(s).

(b) **Telephone Transfer.** You can use certain personal information and/or your Telephone Banking PIN to transfer funds by telephone between certain Accounts or to make certain payments to us 24 hours a day at **1-800-617-5564**. Transfers between Accounts can be made through our touchtone system. Any transfer called in after 6:00 p.m. EST may result in a delay until the next business day. You can use Telephone Banking to:

- (1) Transfer funds from Checking to Checking
- (2) Transfer funds from Checking to Savings
- (3) Transfer funds from Checking to Money Market
- (4) Transfer funds from Savings to Checking
- (5) Transfer funds from Savings to Savings
- (6) Transfer funds from Savings to Money Market

- (7) Transfer funds from Money Market to Checking
- (8) Transfer funds from Money Market to Savings
- (9) Transfer funds from Money Market to Money Market
- (10) Get account balances on Checking, Savings, and Money Market
- (11) Get the last 45 days of deposits on Checking, Savings and Money Market accounts
- (12) Get the last 45 days of withdrawals on Checking, Savings and Money Market
- (13) Get Certificate Deposit balance and interest information
- (14) Get Loan balance
- (15) Get Loan payment information
- (16) Get Loan interest information

(c) **Preauthorized Payments.** You may make arrangements to have payments or transfers (that we allow) made from your Checking, Statement Savings and Money Market account(s) automatically. An example of such EFTs are payments made through the computer for insurance premiums or transfers to another account you have with us to cover overdrafts. Limitations on preauthorized transfers are described in your Terms and Conditions of Your Account.

(d) **Services Available Through Our ATMs:** You may use your ATM Card and Debit Card and PIN to do the following through our ATMs:

- (1) You can withdraw Available Funds from your Checking and your Statement Savings Accounts.
  - (a) You may withdraw no more than \$300.00 per day or the amount agreed upon at account opening with your ATM card.
  - (b) You may withdraw no more than \$500.00 per day or the amount agreed upon at account opening with your Debit card.
- (2) You can make deposits to your Checking and your Statement Savings Accounts.
- (3) You can transfer Available Funds between your Checking and your Statement Savings Accounts.
- (4) You can get balances on your Checking and your Statement Savings Accounts.
- (5) If you have Overdraft Protection, we will transfer funds from another checking or savings account you have with us to cover overdrafts in your checking account.
- (6) If you have Cash Reserve account, you can, by overdrawing your Checking Account, obtain a loan advance from the credit available under the Cash Reserve Agreement.

Some of these services may not be available with all terminals.

(e) **ATM Deposit Availability.** If you make a deposit at an ATM that is owned or operated by us before 4:00 p.m. on a business day that we are open, we will consider the deposit as being made that day. If you make a deposit at an ATM that we own or operate after 4:00 p.m., on a non-business day or a day that we are not open, we will consider the deposit as being made on the following business day. The deposit will be available on the next business day. Funds from deposits made at an ATM are subject to verification and may not be available for immediate withdrawal.

(f) **Other Services Available with your ATM Card and your Debit MasterCard® card and PIN.** You may access your checking account(s) through a POS terminal at merchants that have agreed to accept the ATM Card and PIN. At the time of the purchase you may also be able to withdraw cash, subject to cash availability or from a participating financial institution.

(g) **Online Banking.** Online Banking is governed by a separate agreement. To the extent that there may be conflicts between the Online Banking Agreement and this Agreement, the Online Banking Agreement will apply. Depending on the services requested by you when you registered, the Millbury National Bank Online Banking Services allows you to perform some or all of the following functions:

- (1) View your accounts at Millbury National Bank
- (2) Obtain account balances and transaction information for your accounts
- (3) Transfer funds between your Accounts at Millbury National Bank
- (4) View loan account information
- (5) Make loan payments from your checking, savings or money market accounts
- (6) Process loan advances to a checking, savings, or money market accounts
- (7) You have access to our **Bill Pay** Service to:
  - (a) Make payments to any person or business (a "payee") in the United States (except Taxing authorities) use the Bill Pay Service.
  - (b) Schedule and make future payments as far as 364 days in advance
  - (c) Set up automatic, recurring future payments
  - (d) Review, change and cancel payments
  - (e) Get information about specific payments
  - (f) Get history about specific payments
  - (g) Export to Quickbooks (consumer only)

(h) Popmoney

- (8) Send secure messages to us include submitting secure forms
- (9) Establish alerts to notify you of transaction activity
- (10) View images of paid checks
- (11) Place stop payments on checks you have written
- (12) View statements, ebills and notices
- (13) Update your contact information such as mailing address, email address and telephone numbers
- (14) Update your security information such as user ID, password.
- (15) Open accounts online for checking, savings, and certificate of deposit products for consumers only.

(h) **Access your account using Millbury National Bank's Mobile Banking App-** The Mobile Banking IOS, Google Play and Android Apps will allow you to conduct virtually the same transactions as listed in Section G list above in **Online Banking**.

We may periodically require you to upgrade or download the most current App available to your mobile device.

(a) **Mobile Remote Deposit**

- (1) Deposits made after 3:30 p.m. will not be reviewed for process, nor credited to the account until the next business day.
- (2) Endorsement requirements:
  - a. Mobile Deposit only Millbury National Bank
  - b. Customer signature
- (3) Verify your deposit has posted to your account within 7 days
- (4) Store your check in a secure location
- (5) After 60 days destroy your check

(i) **Electronic Check Conversion.** You may authorize a merchant or other service provider to use your checks, or information from your checks, to create one-time electronic payments from your Accounts. At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

(j) **Bill Payments through Biller's Website.** You can through the website of a participating biller, access your Account to make a payment to that biller, by providing account information, such as information from your Debit Card. There may be limits on the dollar amount you can pay in this way. To the extent that there may be conflicts between the CheckFree Terms of Services and this Agreement, the CheckFree Terms of Service will apply.

(k) **Account to Account Payments.** You can, at ATMs of participating financial institutions, or using other methods allowed by the participating financial institution, transfer funds from your Account to another of your accounts, by providing certain requested account information, such as information from your Card or Debit Card. There may be limits on the dollar amount you can transfer in this way.

(l) **Limitation on Availability of Services.** Some of these services may not be available at all ATMs or POS terminals. We are a member of several ATM networks and all of the transactions described in (d) through (i) above may not be available at all ATMs or POS locations where you can use your Card or Debit Card and different limitations on withdrawals, deposits and other transfers may apply. Certain merchants may accept only the Debit Card for POS transactions that are not processed electronically.

(m) **Case-by-case Delays.** In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day. If we are not going to make all the funds from your deposit available on the first business day, we will notify you at the time you make your deposits. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

(n) **Safeguard Exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- (1) We believe a check you deposited will not be paid.
- (2) You deposit check totaling more than \$5,000 on any one day.
- (3) You redeposit a check that has been returned unpaid.
- (4) You have overdrawn your account repeatedly.
- (5) There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the second business day after the day of your deposit.

(o) **Special Rules for New Accounts.** If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transactions, and the first \$5,525 of the day's total deposits of cashier's, certified, teller's traveler's and federal, state and local governments check will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available by the second business day after the day of your deposit.

**II. AGREEMENT.** By signing an application or by using your Card or Debit Card or by using an EFT, you agree to the rules in this Agreement for the type of EFT service that you use. You also agree that you will not use your Card or Debit Card, PIN or any EFT Service to conduct any illegal gambling or other illegal transaction or to pay for an illegal purchase. You understand that we may cancel your ability to conduct EFTs if we have reason to believe that you have used your Card or Debit Card, PIN or any EFT Service for any illegal activity. Display of a payment card logo by, for example, an online merchant does not necessarily mean transactions are lawful in all jurisdictions in which the cardholder may be located.

**III. LIMITATION.** We may limit the type and form of Account to or from which we will allow EFTs.

(a) ATM Transactions. You may withdraw from ATMs no more than \$300.00 in cash per calendar day per ATM Card or \$500.00 per day per Debit Card. You may pay for purchases and make withdrawals totaling up to \$1,000.00 per calendar day per Debit Card at POS terminals.

(b) Debit Card Purchases. In addition to the \$500.00 ATM withdrawal limit from your Debit Card per calendar day, if your card is a Debit Card you can use your Debit Card to make purchases up to a maximum limit of \$1,000.00 per Card per day. You cannot use your Debit Card for a MasterCard® merchant transaction if the amount of the transaction would exceed your daily authorization limit. Each time you use your Debit Card at a MasterCard® merchant, this daily authorization limit is reduced by the amount authorized for the transaction. When you make a Debit Card purchase, you authorize us to put a hold against the available balance of your Account for the total dollar amount of the authorization. The hold will be maintained for a maximum period of four (4) business days. For example, a \$250.00 MasterCard® Merchant Purchase will reduce your available account balance by \$250.00 for a maximum period of 4 business days. This period will be shorter if the purchase amount is automatically debited from your Account prior to the end of the 4-business day hold. If a purchase is completed after 6:00 p.m. EST, the first day of the hold will be the next business day. When the transaction has cleared, the funds on which we have placed a hold will be debited from your Account.

The dollar amount of the hold is based on the amount of the authorization requested. For some merchants, the amount of the authorization requested may be more than the amount of the purchase. For example, if you use your Debit Card to make a \$12.50 gasoline purchase at a gas station, the station may request a \$100.00 authorization.

You agree that we are not responsible if we dishonor other POS, ATM, check or any other transactions drawn on your Account based on a Debit Card purchase.

(c) International Debit Card Transactions. If you effect a transaction with your Debit Card in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount. MasterCard® International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard® Debit Cards. Currently the currency conversion rate used by MasterCard® International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard® International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard® International. The currency conversion rate used by MasterCard® International on the processing date may differ from the rate that would have been used by MasterCard® International on the purchase date of the cardholder statement posting date.

For security reasons, there are other limits on the number of transfers you can make using our ATMs.

During a malfunction of our ATMs, our computer system or the ATM system, we may limit the dollar amount and types of EFTs you can make including the types of Accounts you can access at our ATMs.

(d) Minimum account balance – we do not require you to maintain a minimum balance in any account as a condition of using an access drive (card or code) to accomplish a transfer.

**Other limitations:** Transfers from Savings or Money Market Accounts to another account or to a third party by preauthorized, automatic, telephone, or computer transfer are limited by law to six transfers per statement cycle. If you exceed the transfer limitations set forth above, your account will be subject to a fee of \$10.00 per item and your account could be subjected to closure. If on a particular day, the amount of Available Funds in your Accounts totals less than the amount stated in this section, you may not withdraw more than the total Available Funds in your Account on that day.

#### IV. DOCUMENTATION AND TELEPHONE INQUIRY.

(a) **Periodic Statements.** You will get a monthly Account Statement from us for your checking and money market accounts. You will get a monthly account statement from us for your statement savings accounts, unless there are not transfers in a particular month. In any case, you will get a statement as least quarterly.

(b) **Preauthorized Deposits.** You can arrange to have direct deposits made to your Account (at least once every 60 days) from the same person or entity, including the Federal Government. If you do, you can call us at 508-865-9521, to find out whether or not the deposit has been made.

(c) **ATM, Debit Card or POS Record.** You can get a written record at the time you make a transaction through an ATM or POS terminal or when you conduct a MasterCard® Debit Card purchase. This record will show certain information such as the amount of your transaction, the type of transaction, and the date of the transaction. Some ATMs may notify you that receipts are unavailable and may allow transactions without providing a receipt. If you use one of these ATMs, you waive your right to a written record of the transaction.

#### V. PREAUTHORIZED TRANSFERS FROM YOUR ACCOUNT.

(a) **Stop Payment.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how: Call us at (508) 865-9521, or write us at Millbury National Bank, 18 Main Street, Millbury, MA 01527, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get that to us within 14 days after your call.

If we require you to put your request in writing and send it to us within 14 days and you do not do so, then your oral stop payment order will cease 14 days after it has been made and we may make the payment if it is demanded by the particular person or organization involved.

**NOTE:** If you want to stop these preauthorized payments permanently, you must notify the person or organization you have told us to pay. A stop order which you gave to us will only stop the particular payment to which it applies. If you instruct us to stop these payments permanently we will do so, but we may require you to send us a copy of your notice to the person or organization you told us to pay.

(b) **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and you comply with a request by us to put your request in writing (as explained above), and we do not do so, we will be liable for certain types of losses or damages which you suffer.

(c) **Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be.

(You may ask in some cases the person you are going to pay to give you this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.) We will not be liable if the person or organization you are paying fails to give you notice of varying amounts.

(d) **Stop EFT.** Unless otherwise stated in this Agreement, you cannot stop an EFT, other than a preauthorized transfer.

(e) **Additional Information Required by Massachusetts Law.**

(1) Any documentation provided to you, which indicates that an electronic fund transfer was made to another person, shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.

(2) The initiation by you of certain electronic fund transfer from your account will be except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

**Unless otherwise provided in this agreement, you (the consumer) may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases and services unless you are satisfied that you will not need to stop payment**

#### VI. DETERMINING YOUR AVAILABLE BALANCE AND AVOIDING INSUFFICIENT FUND CHARGES.

**Determining your available balance** – We use the “available balance” method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your “available” balance may not be the same as your account’s “actual” balance. This means an overdraft, or an NSF transaction could occur regardless of your account’s actual balance. Your account’s actual balance (sometimes called the current balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have

been authorized but which are still pending). The balance on your periodic statement is the ending balance for your account as of the statement date.

**Charges** - Charges for EFTs are disclosed in the Service Charge Schedule. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used. (And you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.) For a full listing of all charges and fees see the Service Charge Schedule.

**Insufficient Funds Charge** -An Insufficient Funds Charge applies to overdrafts created by “check, in person withdrawals or other electronic means” that are either returned or paid. You may be assessed more than one Insufficient Funds Charge for the same item if the sending bank or merchant requests that the item be represented for payment an additional time and you still do not have the available funds to pay that item. Be aware that such an item or payment may be presented multiple times and we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an Insufficient Funds Charge each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Daily Deficit Balance Fee** – A Daily Deficit Balance fee applies to the checking account overdrawn balance. The Daily Deficit Balance fee is charged to your checking account every business day your account remains overdrawn.

**Overdrafts** – You understand that we may, at our discretion, honor a withdrawal (created by “check, in person withdrawals or other electronic means”) request that overdraw your account. However, the fact that we may honor withdrawal (created by “check, in person withdrawals or other electronic means”) request that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you.

**VII. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transfer to or from your Account in a timely manner in accordance with the terms and conditions of your Account and normal banking procedures or in the correct amount according to your instructions, we will be liable for losses or damages which you suffer. However, there are some exceptions. We will not be liable in the following instances:

- (a) We will not be liable if, through no fault of ours, you do not have enough Available Funds in your Account to make the transfer.
- (b) We will not be liable if the Account has a hold on it for the amount of all or part of the funds necessary to make the transfer.
- (c) We will not be liable if the transfer would go over the credit limit on your Cash Reserve account.
- (d) We will not be liable if the ATM, POS terminal or system was not working properly, and you knew about the breakdown when you started the transfer.
- (e) We will not be liable if you do not give us your correct Card, Debit Card, PIN or, where applicable, PIN, correct Account numbers and correct Account name when starting the transfer.
- (f) We will not be liable if we request and do not receive written confirmation of your telephonic instructions.
- (g) We will not be liable if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken.
- (h) We will not be liable if we do not receive proper instructions or notification for the use of the Account for EFTs or proper instructions for the particular transfer.
- (i) We will not be liable if the POS terminal or ATM where you are making a withdrawal does not have enough cash.
- (j) We will not be liable if the funds in your Account are subject to legal process or other encumbrance restricting such transfer.
- (k) We will not be liable if your Card or Debit Card has deteriorated or been damaged so that it does not function properly.
- (l) We will not be liable if your Card, Debit Card, PIN has been reported lost or stolen.
- (m) We will not be liable if you do not follow the procedures in this or any other agreement you have with us.
- (n) We will not be liable if we did not complete the transaction because we reasonably suspected fraud or illegal activity.
- (o) There may be other reasons under Federal or State law why we will not be liable.

**VIII. IF YOUR CARD, DEBIT CARD OR PIN IS LOST OR STOLEN.** If you believe your Card, Debit Card, PIN Telephone Banking PIN has been lost or stolen or that someone has transferred or withdrawn or may transfer or withdraw money from your Account without your permission, call us at (508) 865-9521 or write us at:

Millbury National Bank  
18 Main Street  
Millbury MA 01527

Attention: Electronic Banking Department

To report a lost Card or Debit Card after business hours, please call **1-800-472-3272**.

Normally, if you report your Debit Card lost, we will deactivate the card and issue you a new one. However, if you have lost your Debit Card and you believe there is **no risk of unauthorized use**, you may choose instead to temporarily deactivate your Debit Card. You should not use this feature if you think your Debit Card has been stolen. Instead, you should follow the procedures in Section XII of this Agreement. You may use the deactivation feature for other reasons, too (for instance, if you think you won't use your card for an extended period of time). You can deactivate your Debit Card temporarily only if you are signed up for Online Banking. To deactivate your card, log on to Online Banking and use the deactivation feature on the "Guard your Card" page. When you are ready to reactivate your Debit Card you must do so through Online Banking. If you use the deactivation feature described in this Section VIII when you think your Debit Card has been lost, we will consider your deactivation of your Debit Card as notice to us that your Card or Debit Card has been lost for purposes of Section XII (although if you first call or write us to tell us that your card was lost, we will consider that to be your notice). Deactivation of one Debit Card linked to your account will not deactivate other Debit Cards linked to the same account.

**IX. BUSINESS DAYS.** Our business days are Monday through Friday, Saturday, Sunday and holidays are not included. Transfers started after 4:00 p.m. or on a holiday will be considered as having been started on the following business day.

**X. ACCOUNT INFORMATION DISCLOSURE.** We will disclose information to third parties about your Account or the transfers you make in the following instances:

- (a) For certain routine disclosures necessary for completion of a transfer; or
- (b) For verification of the existence and condition of your account for a credit bureau or merchant; or
- (d) To person authorized by law in the course of their official duties; or
- (e) To our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- (f) Pursuant to a court order or lawful subpoena; or
- (g) To a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- (h) By your written authorization which shall automatically expire 45 days after our receipt of your authorization.

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

**XI. SAFEGUARDING YOUR CARD, DEBIT CARD AND PIN.** You agree to protect your Card, Debit Card and PIN. You should not keep your Card, Debit Card and PIN in the same place. The best practice is to memorize your PIN and do not tell your PIN to anyone.

## **XII. YOUR LIABILITY.**

(a) General. Tell us **AT ONCE** if you believe your Card, Debit Card, PIN or Telephone Banking PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all your Available Funds including the maximum limit on your Cash Reserve Account. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Card, Debit Card, PIN or Telephone Banking PIN without your permission.

If you do **NOT** tell us within 2 business days after you learn of the loss or the theft of your Card, Debit Card, PIN or Telephone Banking PIN, and we can prove we could have stopped someone from using your Card, Debit Card PIN or Telephone Banking PIN without your permission if you had told us, you could lose as much as **\$500**.

Also, if your statement shows transfers that you did not make, tell us **AT ONCE**. If you do not tell us within **60** days after the first statement was mailed to you, 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(b) Special Rule for MasterCard® Debit Cards. You will have no liability for any Debit Card transaction you did not authorize if the following conditions are met:

- You have exercised reasonable care in safeguarding your Debit Card from risk of loss or theft; and
- You reported the loss or theft of your Debt Card to us promptly; and
- You are an individual customer (i.e. a natural person) or your Debit Card was issued under a MasterCard Small Business card program (as defined by MasterCard).

If all of these conditions are not met, your liability for unauthorized Debit Card transactions will be determined by the other provisions of subsection (a) of this Section XII.

(c) If you use the Debit Card deactivation feature described in Section VIII when you think your Debit Card has been lost, we will consider your deactivation of your Debit Card as notice to us that your Debit Card has been lost for purposes of this Section XII. If you also call or write us to report your Card or Debit Card lost, we will consider the first action you take (deactivating your card, writing to us, or calling us) to be your notice of the loss of your Card or Debit Card for purposes of this Section XII.

**XIII. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.** If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, telephone us or write us as soon as you can.

Our phone number for this purpose is:  
508-865-9521

Our address for this purpose is:  
Millbury National Bank  
18 Main Street  
Millbury, MA 01527

Attention: Customer Service Center

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number,
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question, for most types of errors. If we decide to take this extra time to investigate, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

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

We will 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 for copies of the documents that we used in our investigation.

**XIV. SURRENDER OF CARD OR DEBIT CARD.** The Card and Debit Card belong to us. We can take it back at any time. You agree to surrender the Card or Debit Card when we or our agents request it. Your Card or Debit Card is not valid beyond the expiration date.

**XV. OUR RIGHTS WITH REGARD TO OVERPAYMENT.** If funds have been deposited into your Accounts, to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owing from you to us and you authorize us summarily to withdraw such amounts from the Account or any other account you have with us. We can do this without giving you prior notice or demand. We can also exercise our right of set-off to recover any such amount. An example of such an overpayment to your Account to which you are not legally entitled would be a Social Security payment received by direct deposit after your death.

**XVI. ATTORNEY'S FEES.** If you bring a legal action against us or if we bring a legal action against you and the legal action involves EFTs or matters discussed in the Agreement, you agree to pay all of our attorney's fees if we win.

**XVII. OVERDRAFTS.** Cash Reserve accounts are governed by terms and conditions found in separate agreements and disclosures provided to you by the Bank.

**XVIII. NON-ENFORCEMENT OF OUR RIGHTS.** We can choose not to enforce or to delay enforcing any of our rights under this Agreement without losing them in the future.

**XIX. AMENDMENTS.** We can change these rules, including for example adding or increasing fees. We will give you notice of these changes as required by law.