



ELECTRONIC FUND TRANSFERS

Your Rights and Responsibilities

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.

Electronic Fund Transfers Initiated By Third Parties.

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into to your checking or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or statement savings account(s).
- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Eagle Bank Telephone Banking-types of transfers.

You may access your accounts by telephone 24 hours a day at 1-877-387-4940 using your personal identification number, a touch tone phone, and your account numbers to:

- Transfer funds from checking to checking
- Transfer funds from checking to savings (*non-passbook*)
- Transfer funds from savings (*non-passbook*) to checking
- Transfer funds from savings (*non-passbook*) to savings (*non-passbook*)
- Make payments from checking to loan accounts with us
- Make payments from savings (*non-passbook*) to loan accounts with us
- Initiate stop payments on your checking accounts
- Get information about:
 - The account balance of your accounts
 - The transaction history on your accounts

Eagle Bank Online Banking

You may access your account(s) via the Internet at www.bankeagle.com using your user ID and your password to:

- Transfer funds from checking to checking
- Transfer funds from checking to savings *(non-passbook)*
- Transfer funds from savings *(non-passbook)* to checking
- Transfer funds from savings *(non-passbook)* to savings *(non-passbook)*
- Make payments from checking to loan accounts with us *(excluding mortgages)*
- Make payments from savings *(non-passbook)* to loan accounts with us *(excluding mortgages)*
- Initiate stop payments on your checking accounts
- Apply to open accounts
- Get information about:
 - The account balance of your accounts
 - The transaction history on your accounts

Eagle Bank Online Bill Payment

You may access your account(s) via the Internet at www.bankeagle.com using your user ID and your password to:

- Make payments from a designated checking account to any third party for whom you provide the payee's name, address, phone #, account number, payment amount, and payment date. Allow three (3) banking business days for an electronic payee and five (5) banking business days if the payee is paid by check for the payments.

Your Option to Limit Cash Withdrawals

In addition to dollar amount limitations for withdrawals using your ATM or debit card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM or debit card and/or code to \$50.00 per day or some other amount acceptable to us.

ATM Transfers—types of transfers

You may access your account(s) by ATM using your ATM card and personal identification number, or debit card and personal identification number to:

- Make deposits to checking account(s)
- Make deposits to savings *(non-passbook)* account(s)
- Get cash withdrawals from checking account(s)
- Get cash withdrawals from savings *(non-passbook)* account(s)
- Transfer funds from savings *(non-passbook)* to checking account(s)
- Transfer funds from checking to savings *(non-passbook)* account(s)
- Get information about:
 - The account balance of your checking accounts
 - The account balance of your savings *(non-passbook)* accounts

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

Types of ATM Card Point-of-Sale (POS) Transactions

You may access your checking account to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Types of Debit Card Point-of-Sale (POS) Transactions

You may access your checking account to purchase goods, pay for services, and get cash from a merchant, if the merchant permits, or from a participating financial institution.

Currency Conversion and Cross-Border Transaction Fees

If you effect a transaction with your debit card in a currency other than U.S. dollars, MasterCard will convert the charge into a U.S. dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of 0.2% and a Cross-Border Transaction fee of 0.9%. 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 country of the merchant is different than the country of the cardholder.

Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Termination

- You may terminate the electronic fund transfer agreement with us by written notice to us.
- We may terminate the electronic fund transfer agreement by written notice to you.

Minimum Account Balance

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

Fees

- We do not charge for direct deposits to any type of account.
- Please refer to our separate Deposit Account Fee Schedule—Personal Accounts, for additional information about charges and dollar limitations.

ATM Operator/Network Fees

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

Documentation

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machines or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

- Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 617.394.3623 to find out whether or not the deposit has been made.
- Periodic Statements.
 - You will get a monthly account statement from us for your checking accounts.
 - For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.
 - You will get a monthly account statement from us for your statement savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Pre-Authorized Payments

- Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
 - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.
- Notice of varying amounts. If these regular payments may 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 choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Changing or Stopping a Bill Payment Transaction

Please refer to the Eagle Bank Online Banking and Bill Payment Help section within Eagle Bank Online Banking for information on changing or stopping a bill payment transaction you have previously scheduled.

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 transfers from your account will, except as otherwise provided in the 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 or services unless you are satisfied that you will not need to stop payment.

Financial Institution's Liability

If we do not complete a transfer to or from your account on time or in the correct amount according to our

agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting such transfer.
- There may be other exceptions stated in our agreement with you.

Confidentiality

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

- for certain routine disclosures necessary for the completion of a transfer; or
- for verification of the existence and condition of your account for a credit bureau or merchant; or
- to persons authorized by law in the course of their official duties; or
- to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- pursuant to a court order or lawful subpoena; or
- to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- as explained in the Privacy Disclosure (see the Eagle Bank Privacy Policy Notice).

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

Unauthorized Transfers

- Consumer liability.
 - Generally. Tell us AT ONCE if you think your card and/or code has been lost, stolen, used without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way to minimize potential losses.
 - Additional limits on Liability for ATM/debit card when used for Point-of-Sale (POS) and ATM transactions. You will not be liable for any unauthorized transactions using your ATM/debit card when used for Point-of-Sale (POS) or ATM transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) you have promptly reported the loss to us when it was discovered that your card was lost or stolen, or unauthorized transactions have taken place. You may have a liability of up to \$500 if the loss is not reported within two (2) days of being discovered or unlimited liability if the transaction is not reported within 60 days of the periodic statement. "Unauthorized use" means the use of your debit card by a person other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit.

Contact in event of unauthorized transfer. If you think your card or code has been lost, stolen or that someone has transferred or may transfer money from your account without your permission, for example, by using information from your check, call us at the telephone number provided or write to us at the address listed in this disclosure.

Protected Consumer Use

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

- Prohibition of compulsory use. No person may:
 - require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
 - require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit, or
 - require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer, you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

- Waiver of rights. No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decided to waive these rights in settlement of a dispute or action.
- Refunds. If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds to items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
- Suspension of obligations. If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- Prohibited means of identification. Your social security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.
- Criminal liability. Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 617.394.3623 or write us at Eagle Bank, 350 Broadway, Everett, MA 02149, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- 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 (20 business days if the transfer involved 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 if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide

to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

- We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.
- You may ask for copies of the documents that we used in our investigation.

EAGLE BANK
350 BROADWAY
EVERETT, MA 02149
Tel: 617.387.5110

Business Days: Monday through Friday

Business Hours: 8:30 a.m. to 5:00 p.m.

Excluding Federal Holidays

More detailed information is available upon request.