

Eastern HomeConnect® Agreement

A. Introduction

This Eastern HomeConnect® Agreement (this “Agreement”) applies to the Online Banking, Mobile Banking, and Bill Payment Services you receive from Eastern Bank and supplements the terms and conditions in the Personal Deposit Account Agreement that governs your deposit accounts. You should read this Agreement carefully to understand how our Internet services and features work, as well as your rights and obligations if you register for and use these online services.

Under this Agreement, “we”, “us,” “our” and the “Bank” denote Eastern Bank. “You” and “your” refer to each accountholder that has requested this service.

B. Agreeing to this Agreement

By enrolling in the HomeConnect services, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and any amendments that are made from time to time.

You should retain a copy of this Agreement for your records. If you enroll online and are unable to print, we will mail you a paper copy of this Agreement at your request. You agree that email or other electronic communications that we send you, including communications through the HomeConnect Message Center, shall be treated as “writing” and shall bind each of us in the same way as a written communication. Unless otherwise provided under applicable law, any electronic communication you send to us will not be effective until we receive it and have had reasonable opportunity to act on it.

C. Accessing your Accounts through HomeConnect

Account and System requirements:

To access your accounts through HomeConnect, you must maintain an active Eastern Bank deposit or loan account, sign-on identification code (“User ID”) and access code (“Password”). You will obtain a User ID and Password when you enroll in the HomeConnect service and may change them through HomeConnect at any time. If you forget your Password, you may request a replacement by calling either HomeConnect Technical Support at 1-888-219-8359 or the Bank’s Customer Service Center at 1-800-EASTERN (1-800-327-8376).

HomeConnect automatically gives you access to all eligible accounts (checking, money market, savings, retirement, certificates of deposit, and loan accounts) linked to your customer record at Eastern Bank. Certain accounts are not eligible for enrollment in HomeConnect. Account exclusions include, but are not limited to, Cash Management, Municipal, Not for Profit, and some mortgage account types. However, if any of these accounts are enrolled in HomeConnect, they are bound by the terms and conditions of the HomeConnect Agreement.

If there are any accounts that you do NOT want access to or that you do NOT want enabled for funds transfers via HomeConnect, you may remove access to those accounts at any time by calling 1-800-EASTERN (1-800-327-8376). You may also request that we restore access to unlinked accounts at any time.

Not all types of accounts are eligible for all types of transactions and features. For example, Certificates of Deposit, Passbook Savings accounts, loan accounts, and business deposit accounts, although they may be eligible for HomeConnect, are not eligible to receive deposits through the Bank’s Mobile Deposit service.

You must use a browser with 128-bit encryption to be able to access and use the HomeConnect service. Your browser must have javascript support enabled in order to view pages correctly.

To access HomeConnect through the Bank’s Mobile Banking service, you must either go to m.easternbank.com using your device’s browser or download the Eastern Bank Mobile app to your iPhone, iPad or Android device. Mobile Deposit, part of our Mobile Banking service, is available only with the iPhone, iPad and Android Eastern Bank Mobile apps.

Some Internet-enabled devices have a fingerprint recognition feature, retinal scan, or other authentication feature that will allow you to access HomeConnect without typing in your User ID and Password. If the Bank accepts the type of authentication feature available on your device, access to HomeConnect using your device’s authentication feature will be deemed to be use authorized by you.

To safeguard your use of HomeConnect, you will be asked for your User ID and Password or device’s authentication feature each time you access this service. For your protection, you should sign off after every HomeConnect session. We will

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automatically terminate your online banking session if there is no HomeConnect activity for a period of time. In addition, we employ safeguards, such as firewalls between our systems and the Internet, to protect your account information.

Your Password is confidential, so you should not reveal it to anyone else. If you do disclose your User ID or Password to a third party or allow a third party to use your device's authentication feature, you are authorizing that party to make transactions on your accounts. You agree that we may rely on the authority of anyone who accesses HomeConnect by providing your Password or using your device's authentication feature. We will not be liable for and will not reimburse you for any losses that may occur as a result of the use of your User ID and Password or your device's authentication feature. You agree to tell us immediately if someone you did not authorize learns your Password or is able to use your device's authentication feature.

D. HomeConnect Services

1. Account Information

(i) You may view current balance information or review transaction activity for your eligible Eastern Bank checking, savings, money market savings, CD, line of credit, mortgage or loan accounts that have been linked for HomeConnect access. Current balances may include deposits that are still subject to verification and may not include deposits or loans that are in process, outstanding checks or payments, or other withdrawals, payments, credits, charges, or debits that have not yet been posted to your account.

(ii) You may perform self-service activities such as stopping payment on your manually written checks, viewing front and back images of your manually written checks, changing your HomeConnect Password, changing your email address, changing your telephone numbers and researching up to 13 months of historical account balance and activity information.

2. Fund Transfers

(i) You may make same-day, future-dated or recurring fund transfers in any amount between your Eastern Bank deposit accounts that have been linked for HomeConnect access. When you request a fund transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. We may process the transfer as early as the day you give the instructions or the future date for which you have scheduled the transfer. The day we process the transfer is called the "Transaction Date." We may refuse to act on your fund transfer instruction if there are not sufficient available funds in your account, including funds available through any overdraft or automatic transfer feature, on the Transaction Date. Funds transferred to a deposit account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our funds availability policy.

(ii) You may edit or cancel a future-dated or recurring funds transfer so long as those options are available through the HomeConnect service. The options will be available until we begin processing the transfer. Same-day transfers are effective immediately and cannot be edited or cancelled.

(iii) You may make same day, future-dated, or recurring fund transfers between your Eastern Bank deposit accounts and your linked Eastern Bank line of credit, installment loan or mortgage loan accounts. Fund transfers cannot be made if you only have a CD or a loan account with Eastern Bank. If you are relying on the availability of funds that are being transferred into your deposit account electronically (such as by direct deposit) to make the loan payment, please confirm that the funds have been posted to your deposit account before making or scheduling the payment. For future-dated or recurring transactions, we recommend you schedule the loan payment at least one business day after you expect the credit to be posted to your deposit account.

3. Alert Messages

HomeConnect allows you to request automated alert messages for your linked accounts. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time, or discontinue old alerts. If you have opted to receive an alert that is being discontinued, we will provide reasonable notice that it is being discontinued.

Alert messages will be sent to the HomeConnect Message Center. A notice that an alert message is available in the Message Center can be sent to the Internet email address you provided for the HomeConnect service if you instruct us to do so. If you change your email address, you must use the HomeConnect Change Email Address feature to inform us of the change.

Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

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4. Bill Payment Service

(i) *Generally.* If you have an active Eastern Bank checking account and you have not experienced an excessive number of overdrafts in any of your Eastern Bank accounts in the last 12 months, you may use Bill Payment Service. With Bill Payment Service you can schedule a bill payment for the same day, a future day, or as a recurring payment. You may make individual bill payments up to \$9,999.99, but the total bill payments per day may not exceed \$20,000. Any payments made by you on a Saturday, Sunday, or any holiday will be processed on the next business day and will be included in the \$20,000 daily limit for that next business day.

Bill payments to pay taxes, to make any court ordered payment, or to settle any securities transaction are not allowed. You can only make bill payments to payees with United States addresses. Your payment will be made either by transferring funds electronically (Automated Clearing House transaction) or by sending a paper check to the payee. Payments executed through an automated clearing house will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account electronically; the check itself will not be drawn against your account and no check image will be available for your account. If you authorize a recurring payment to any entity, those payments will continue until the specified end date, unless you cancel the recurring payment or there are insufficient available funds to allow the payment. You assume the risk of loss due to an overpayment on any authorized payment using the Bill Payment Service.

(ii) *Funding Account.* When you instruct us to make a payment through the Bill Payment Service, you must designate an Eastern Bank checking account from which that payment is to be made. This is called the "Funding Account". The Funding Account must be an account linked for HomeConnect access. If you do not have an active Eastern Bank checking account, you may not use Bill Payment Service.

(iii) *Scheduling Payments.* You must provide sufficient information about each Bill Payment payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee.

When you schedule a bill payment using the Bill Payment Service, you must specify a "Send On Date" on which we are to process the payment. If you specify a date that is not a business day, the Send On Date will be the next business day.

When entering a bill payment on the Make Payments screen, the smart calendar feature automatically calculates and displays an estimated delivery date for the payment based on whether the payee will be paid electronically with an automated clearing house transaction or by issuing and mailing a paper check. In addition, the Payment Confirmation screen has a payment type field that indicates whether the payment will be made electronically as an automated clearing house transaction or by check. In general, you will need to allow at least three (3) business days to ensure on-time payment for an automated clearing house transaction and five (5) business days if the payment is to be made by issuing and mailing a paper check to the payee. If you are not sure whether a payment will be sent by automated clearing house transaction or paper check, you should allow at least five (5) business days before the payment due date (not including any applicable grace period). This generally allows sufficient time for the payee to receive and process the payment. The Bank is not responsible for delays in the U.S. mail or for processing delays by the payee. If you incur a late charge on a payment processed through the Bill Payment Service, the Bank's service provider will work with the payee to determine why the late charge was assessed and to attempt to have it reversed, provided: (a) you entered a Send On Date sufficiently in advance of the payment due date, as described above; (b) you entered the correct payee name, address, account number, and payment amount; and (c) your Funding Account contained sufficient available funds to make the payment.

The Bank withdraws funds from the Funding Account the evening of the Send On Date (the "Funding Date"). The Bank is not required to complete the bill payment transaction if there are not sufficient available funds in the Funding Account (including any linked overdraft account) on the Funding Date. If you are relying on the availability of funds that are being transferred into the Funding Account electronically (such as by direct deposit), please confirm that the funds have been posted to the Funding Account before scheduling the bill payment. For future-dated or recurring bill payment transactions, we recommend you specify a Funding Date that is at least one business day after you expect the deposit to be posted to the Funding Account.

For payments made by paper check, if a payee fails to negotiate the check within ninety (90) days, we will stop payment on the check and credit your Funding Account for the amount of the payment.

Bill Payment transactions are marked "pending" until we begin processing the transaction on the Send On Date. You may use the Bill Payment Service to cancel or edit any "pending" bill payment. Once we begin processing the transaction, you can request that the bill payment be cancelled by calling HomeConnect Technical Support at 1-888-219-8359, 24 hours per day and 7 days per week. Although we will make every effort to accommodate your request, we will have no liability for failing to do so.

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If sufficient funds are not available in your Funding Account on the Funding Date and the Bank elects to complete the bill payment transaction, an overdraft fee may be charged to your Funding Account. See our schedule of Personal Deposit Account Fees for the insufficient funds service fees that will be charged to your Funding Account for transactions presented against insufficient funds.

5. Expedited Bill Payment

Expedited Bill Payment allows you to make a next day bill payment to certain payees either electronically (Expedited Electronic Bill Payment) or through overnight check (Expedited Bill Payment by Overnight Check). The type of expedited payment available for each payee will be displayed on the Expedited Payment screen for the selected payee.

Expedited Bill Payments can be requested in amounts up to \$5,000.00. You are responsible for ensuring there are sufficient available funds in the Funding Account to cover the full amount of the payment when the payment is debited, which may not occur for up to two business days from the date you request the payment. If sufficient funds are not available in your Funding Account on the Funding Date, the Bill Payment Service may be suspended and you will receive an email message notifying you that your Bill Payment Service has been suspended. No further bill payments will be processed until sufficient funds are available in the Funding Account. See our schedule of Personal Deposit Account Fees for the insufficient funds service fees that will be charged to your Funding Account for transactions presented against insufficient funds. Stop payments cannot be placed on Expedited Bill Payments.

A \$5.00 fee for each Expedited Electronic Bill Payment will be charged to your Funding Account. Expedited Electronic Bill Payments must be requested by a certain cut-off time each day. These times vary by payee and are determined by the payee. Expedited Electronic Bill Payment will not be listed as an option for a payee if you are requesting a payment beyond that payee's cut-off time for the day.

A \$25.00 fee for an Expedited Bill Payment by Overnight Check will be charged to your Funding Account. Expedited Bill Payments by Overnight Check must be ordered before 7:45 pm Eastern Time. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

6. eBills

eBills is a free service through which you can receive an electronic version of your bill from a participating payee. Once you sign up for eBills, the payee may stop sending you paper bills. Participating payees have an "eBills" link below their name on the "Make Payments" screen of our Bill Payment Service.

To sign up for the eBills service, you must first have an online account with the payee. Then you need to enroll for the eBills service through our Bill Payment Service using the login information you use to access your online account with the payee. An email will be sent to the email address you specify to notify you when an eBill is available. eBills can be viewed in the Bill Payment Service area of HomeConnect. They will look exactly like your paper bill and will contain the same information.

7. Electronic Statements

(i) You may request to receive your non-retirement checking, savings, money market or certificate of deposit account statement electronically. If you choose the online delivery option, a paper copy of the statement will no longer be provided. To request an electronic statement, you must a) enroll your account by clicking on the Statement link in HomeConnect; b) select "Online Only" Statement Delivery Option; and c) read and agree to the Electronic Communications Agreement & Disclosure. Upon enrollment, you will be able to view your enrolled account statement(s) online. For new deposit accounts, you will be able to view a statement online after the first account statement is produced.

(ii) *Combined Statements.* If you have a combined account statement enrolled for electronic statements and the primary account closes any time after enrollment, you will need to a) establish a new combined statement for the remaining accounts and request Online Only Statement Delivery Option for the new primary account; or b) request Online Only Statement Delivery Option for the remaining individual accounts.

(iii) *Closed Accounts.* If you close an account receiving electronic statements, you will need to print or save copies of your electronic statements prior to closing the account.

(iv) *Joint Accounts.* If one of the account owners requests an electronic statement for a joint account(s), the other account owner must also enroll for electronic statements to be able to view the account statement online.

8. Mobile Banking

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The Bank's Mobile Banking service enables you to access the accounts that have been linked for HomeConnect access from your mobile device. Eastern Mobile Banking includes Text Banking, Mobile Web and Mobile Applications. To use Mobile Banking, you must be enrolled in Eastern HomeConnect® online banking.

(i) *Text Banking.* Even if your mobile device is not web-enabled, you can obtain balance and recent transaction information on the accounts you have linked for HomeConnect access by text message.

(ii) *Mobile Web.* On your web-enabled mobile device, you can access the HomeConnect services through m.easternbank.com.

(iii) *Mobile App.* If you have an iPhone, iPad or Android mobile device, you can download the Eastern Bank Mobile app for access to the HomeConnect services.

(iv) *Mobile Deposit.* Customers can deposit checks to their checking, statement savings, or money market deposit account by sending a clear image of the check to the Bank using the Eastern Bank Mobile app. Deposit accounts must be in good standing. Checks must be payable to the accountholder, drawn on a US bank, payable in US currency, and dated within 6 months of the deposit date. Checks may not be drawn on the account to which they are being deposited. All deposits made through Mobile Deposit are considered to be check deposits (not electronic deposits) and are subject to the applicable Deposit Account Agreement. For purposes of the Bank's Funds Availability Policy, unless you are notified otherwise, checks successfully deposited through Mobile Deposit prior to 8:00 p.m. Eastern Time on any business day will be deemed to have been received by the Bank on that business day; checks successfully deposited after 8:00 p.m. Eastern Time on any business day or on any day that is not a business day are deemed to have been received by the Bank on the next business day.

When you submit a check through Mobile Deposit, you represent and warrant to the Bank that: (a) the image you are submitting accurately represents all of the information on the front and back of the check; (b) the check and all signatures and endorsements on it are accurate and genuine; (c) neither you nor anyone else has deposited the check previously to Eastern Bank (through Mobile Banking, at an ATM, by mail, in person at a branch, or in any other manner) or any other depository institution; (d) neither you nor anyone else will re-deposit the check in any manner in the future (except for re-deposits of items that were returned unpaid); (e) you will store the original check securely (so that no other person will have access to it) for two weeks in case more information or a new image is needed, then you will destroy it; and (f) you will provide the original check to us on request (unless you have previously destroyed it) to assist us in clearing or collecting the check, resolving third party claims, or for any other business purpose.

You are solely responsible for any image that you send us. All credits to your account for checks deposited through Mobile Deposit are provisional and the Bank may charge any item back to your account if it is rejected, returned unpaid, or reversed for any reason. Any confirmation of the deposit that the Bank sends you does not mean that the transmission was complete or error-free, does not waive any of the representations or warranties set forth above, and does not prevent the Bank from charging the item back to your account at a later date.

9. New Services

New HomeConnect services may be introduced periodically. The Bank will notify you of the existence of these new services. By using these services as they become available, you agree to be bound by the rules that will be made available to you concerning these services.

E. Limits on Transactions

There are no limits on the number or types of transactions that you may process through HomeConnect. However, there are limits on the amount of your bill payment transactions and on the amounts you may deposit through Mobile Deposit. The limits applicable to bill payments as of the date this Agreement was most recently updated are shown in Section D(4)(i) above. Information regarding the current limits on bill payment transactions and on Mobile Deposits is always available through HomeConnect. If you submit a transaction through HomeConnect that exceeds applicable limits, the Bank may, but is not obligated to, post the transaction to your account.

In addition to transaction limits imposed by the Bank, all savings accounts (including passbook savings, statement savings, and money market deposit accounts) are subject to federal regulations that limit the number of certain types of transfers from those accounts. Transfers to your other accounts through HomeConnect, transactions to third parties through the Bill Payment Service and Expedited Bill Payment Service, and transfers through Mobile Banking do count against the limited number of transactions on these accounts, although payments to your loan accounts with us are not counted toward the limit.

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Your ability to transfer funds from your accounts may also be subject to other legal restrictions and service charges under your Personal Deposit Account Agreement and Personal Deposit Account Fees. You should review the Personal Deposit Account Agreement and Personal Deposit Account Fees carefully for information regarding all applicable limitations and service charges.

F. Contacting the Bank by Electronic Mail (email)

If you send the Bank an email message so that the Bank receives it before 4:00 p.m. on a business day, the Bank will be deemed to have received it the same business day. Otherwise, the email message is deemed to be received the next business day. The Bank generally will acknowledge emails within 24 hours; however, we will not take actions based on your email request until we actually receive your email message and have a reasonable time period to act. For time-sensitive information, please contact the Bank at 1-800-EASTERN (1-800-327-8376). Because normal Internet email transmissions may not be secure, we request that you do not send us or request sensitive information such as account numbers, passwords and payment information via any public email system.

We will never ask you to send confidential information (such as your User ID, Password, account numbers, or Social Security number) to us via email. If you receive any such request, DO NOT respond to it. Please notify us immediately at 1-800-EASTERN (1-800-327-8376). However, in order to establish or maintain financial services offered by Eastern Bank, we may request confidential information through secure contact forms or protected online applications. We will safeguard any information you share with us using security measures that comply with federal law to ensure protections against unauthorized access.

G. Schedule of Charges

There is no fee for HomeConnect, including Mobile Banking and Bill Payment Services. There are fees for Expedited Bill Payments, as specified in Section D above. Regular account fees and service charges (such as fees for insufficient funds transactions) will apply to services and transactions requested through the HomeConnect Service as they would apply to transactions and services effected through other means. Please read the Personal Deposit Account Agreement and the schedule of Personal Deposit Account Fees for a listing of such fees.

H. Account Statements

You will continue to receive regular account statements either monthly or quarterly, depending on the type of account and nature of transactions. HomeConnect transactions will be itemized on your regular account statements.

I. In Case of Errors or Questions

In case of errors or questions regarding HomeConnect or your electronic transfers, call our Customer Service Center at 1-800-EASTERN (1-800-327-8376) or write to us at:

Eastern Bank
Online Banking Team
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

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 sixty (60) calendar days after we sent the FIRST statement on which the problem appeared.

- Tell us your name and account number.
- 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 will require that you send the complaint or question in writing within ten (10) business days following the date you notified us.

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We will determine whether an error occurred within ten (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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of your 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 ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or 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 (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our photocopying costs, ask for copies of the documents that we used in our investigation.

If your question or error involves a transfer or payment to a third party, our investigation will be generally limited to a review of our own records.

J. Your Liability

You will be liable for unauthorized HomeConnect transactions to the extent allowed by applicable federal and state law and this Agreement.

Tell us AT ONCE if you believe that any User ID, Password, or other access code you use for HomeConnect has been lost or stolen or used without your permission. Telephoning is the best way of minimizing your possible losses.

Telephone us at: 1-800-EASTERN (1-800-327-8376)

Or write to us at: Eastern Bank
Online Banking Team
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

You should tell us AT ONCE if your statement shows electronic transfers that you did not make. If you do not tell us within sixty (60) days after the statement was mailed to you, we are not required to investigate the alleged error or to refund any erroneous electronic transfers to your Account.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

K. Our Liability

If we do not complete an electronic transfer to or from your account on time or in the correct amount according to this Agreement, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. if, through no fault of ours, you do not have enough money in your account to make the transfer or if the transfer will go over the credit limit on any overdraft protection line attached to the account;
2. if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
3. if a technical malfunction exists on the Send On Date;
4. if the system was not working properly and you knew about the breakdown when you started the transfer;
5. if funds are subject to legal process or other encumbrance restricting such transfer; or
6. if any other specific exceptions stated in this Agreement are applicable.

Unless prohibited by applicable law, the foregoing shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary

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damages, including lost profits, arising in any way out of the installation, use, or maintenance of the equipment or software used to access HomeConnect or otherwise out of the HomeConnect services.

We make no warranties, expressed or implied, with respect to HomeConnect including, without limitation, the warranties of merchantability and fitness for a particular purpose. We do not warrant that HomeConnect services, including without limitation, Mobile Banking, will be available at all times or will be error-free.

L. Your Ability to Stop Payment

Your initiation of HomeConnect transactions from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transaction.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU 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.

M. Evidence

If we go to court for any reason, we can use a copy, microfilm, microfiche or electronic copy of any document to prove what you owe or that a transaction has taken place, and the copy, microfilm, microfiche or electronic copy will have the same validity as the original. Any documentation provided to you indicating that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie evidence that such a transfer was made.

N. Virus Protection

The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your personal computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files and hardware.

O. No Signature Required

When any particular payment or other on-line or mobile service generates items to be charged to your account, you agree that we may debit your account without requiring your signature on the item and without prior notice to you.

P. Disclosure of Information to Third Parties

We will disclose information to third parties about your account or electronic transfers you make:

1. where the other person is a party to the transfer or it is necessary for completing the transfer;
2. where the other person is authorized by law to have access to our records in the course of their official duties;
3. to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
4. to comply with a court order or lawful subpoena;
5. to an auditor, attorney, or collection agent for the Bank;
6. to a bank service provider for the purpose of servicing your account; and
7. if you give us your written permission (provided that such permission shall expire after 45 days).

Q. Inactivity and Termination of this Agreement

You are responsible for complying with all the terms of this Agreement and with the terms and conditions of all other disclosures governing the deposit and loan accounts that you access using HomeConnect. We can terminate your

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electronic banking privileges (including, but not limited to, Mobile Banking, eBills, Bill Payment, and Electronic Statement Services) under this Agreement without notice to you if:

1. You do not pay any fee required by this Agreement when due, or
2. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We can terminate this Agreement or your use of any services under it for any other reason, provided we give you ten (10) days prior notice of our decision to do so. We may close your HomeConnect Online Banking service or a related service (including Mobile Banking, eBills, Bill Payment, or Electronic Statement Services) without prior notice if you do not log on to HomeConnect or have any transaction scheduled through HomeConnect or a related service during any consecutive one hundred eighty (180) day period. Once your account has been deleted from HomeConnect, you must contact us to re-enroll.

To cancel HomeConnect, you must notify the Bank and provide the effective date to stop the service. Any future-dated or recurring Bill Payment transactions scheduled to be made after the effective date of termination will be cancelled. Any account for which you receive an electronic statement will be changed to provide a paper copy of your statement. For accounts on which you have elected to receive eBills and the payees have stopped sending paper invoices, you should contact the payee directly and request that they resume sending paper statements. You should download and save or print copies of any online statements or eBills since these will no longer be available to you online after you terminate the HomeConnect service. You may notify the Bank by:

1. Calling 1-800-EASTERN (1-800-327-8376), or by
2. Writing to:

Eastern Bank
Online Banking Team
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

R. The Bank's Business Days

The Bank's business days are Monday through Friday, excluding state and federal bank holidays.

S. Amendments

This Agreement may be amended from time to time by the Bank. The Bank will give you notice of any material change affecting your use of the services, which notice may be provided electronically or in writing. Electronic notices may be sent to the email address you have specified. If you have a joint account, one notice will be effective as to all of you. Unless otherwise required by law, amendments apply to your accounts and the services you obtain from the Bank automatically, without the need for you to agree to or accept the change in writing. If you do not agree with an amendment, you must stop using and close the account or terminate the service affected by the change.

T. Special Rule for Business Customers

Business customers are not eligible to enroll automatically in HomeConnect. The Bank may permit certain business customers to use HomeConnect for their online banking needs. For those customers, certain provisions of this Agreement do not apply. Therefore, if you are a corporation, partnership, limited liability company, sole proprietor, or other business entity:

1. Your deposit accounts are governed by the Bank's Business Deposit Account Agreement (rather than its Personal Deposit Account Agreement);
2. The time limits and other requirements relating to our responses to your billing error notices (as described in Section I of this Agreement captioned "In Case of Errors or Questions") do not apply;
3. We will not be liable for any losses or damages you may incur through HomeConnect unless they are the result of our gross negligence or willful misconduct; and

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4. ***We will be entitled to rely on the apparent authority of any person who accesses HomeConnect using your User ID, Password or other authentication method. Except as otherwise provided by law, you will indemnify the Bank and hold it harmless for any loss or expense caused by any person who accesses HomeConnect using your User ID, Password or other authentication method.***

U. Electronic Communications

When you sign up for HomeConnect, you agree to receive all disclosures, notices, and other communications about the HomeConnect services electronically. In addition, you can elect to receive statements, disclosures, and other notices for specific accounts electronically by checking the box for that account on the "Add Online Statement" screen. Statements, disclosures, notices, and other communications that you have agreed to receive electronically (collectively referred to in this section as "Disclosures") may be sent by email or other electronic means or may be made available on our web site or in Eastern HomeConnect®.

Even if you have consented to receive your Disclosures electronically, you may request paper copies by:

1. Calling 1-800-EASTERN (1-800-327-8376) or by
2. Writing to: Eastern Bank
Online Banking Team
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

Fees may be charged for paper copies of certain Disclosures, so please refer to the schedule of Personal Deposit Account Fees. Requesting paper copies of Disclosures does not withdraw your consent to receive subsequent Disclosures electronically. You may withdraw your consent to receive Disclosures electronically at any time, in the manner described below.

(i) *Hardware and Software Requirements.* You agree that you have an active email account and access to the Internet that satisfies the System and Browser Requirements listed at www.easternbank.com/eRequirements to be able to access, retrieve and retain Disclosures we provide electronically.

(ii) *Email Address Changes.* It is your responsibility to ensure the Bank has a current and valid email address on file. You may update your email address via Eastern HomeConnect® by accessing the Customer Service tab, selecting the Manage Contact link and entering your new email address.

(iii) *Withdrawal of Consent to Electronic Disclosures.* If you agree to receive Disclosures electronically, you can withdraw your consent at any time. There are different procedures for and consequences of withdrawing your consent to receive (a) electronic account statements and disclosures and (b) disclosures relating to the HomeConnect service.

To withdraw your consent to receive account Disclosures electronically, change your Statement Delivery option to Paper for the applicable account(s) via Eastern HomeConnect® under the Customer Service tab. Before making this change, you should print or save copies of your electronic statements, which will no longer be available online after you submit your request to change the Statement Delivery option to Paper. Upon changing your Statement Delivery option to Paper, you will begin to receive paper copies of your Statements in the mail. There are no fees that will apply, or any other consequences to your relationship, for withdrawing your consent and receiving paper copies of your Statements.

You can withdraw your consent to receive electronic Disclosures relating to the HomeConnect service by:

3. Calling 1-800-EASTERN (1-800-327-8376) or by
4. Writing to: Eastern Bank
Online Banking Team
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

There are no fees for withdrawing your consent to receive electronic Disclosures for the HomeConnect service. However, the HomeConnect service is not available without electronic Disclosures. Therefore, withdrawing your consent to receive electronic Disclosures for the HomeConnect service will terminate your access to online banking and all HomeConnect services, including online account information, funds transfers, bill payment, eBills, eStatements, Mobile Banking, and Mobile Deposit. Any future dated or recurring Bill Payment transactions scheduled to be made after termination of your HomeConnect service will be cancelled. Any account for which you receive an electronic statement will be changed to

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provide a paper copy of your statement. For accounts on which you have elected to receive eBills and the payees have stopped sending paper invoices, you should contact the payee directly and request that they resume sending paper statements. You should download and save or print copies of any online statements or eBills before you withdraw consent to receive electronic Disclosures, since these will no longer be available to you online after you terminate the HomeConnect service.

V. Governing Law

This Agreement will be governed by and construed in accordance with federal law and the laws of the Commonwealth of Massachusetts.