

Online Loan Payment Service Agreement

A. Introduction

Eastern Bank offers a service (the “Service”) for customers to pay their loans online by initiating transfers from designated accounts at other financial institutions (each account, a “Funding Account”). This Online Loan Payment Service Agreement (the “Agreement”) governs use of the Service. Any loan account you access through the Service is also governed by the applicable promissory note or loan agreement and any related documents. Any Funding Account at another financial institution accessed using the Service is governed by the applicable agreements between you and the other financial institution.

Under this Agreement, “we”, “us,” “our” and the “Bank” refer to Eastern Bank and “you” and “your” refer to each person or, if applicable, entity that requests or uses this Service.

By enrolling for or using the Service, 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 are unable to print or otherwise retain a copy of this Agreement, please call us at 1-800-EASTERN (1-800-327-8376) to request a paper copy of this Agreement. You can access a copy of the current version of this Agreement through the Service or on our website.

When you provide an email address, phone number (including for a landline, cellular, VOIP, or any other form of telephone device), or any other contact information as part of registering for the Service, you are expressly consenting that we may use that information to contact you and that we may allow service providers who assist us in providing account services to you to use that information to contact you. We may contact you by any method, including voice call, prerecorded call, texts, and other methods, even if you may incur charges from your phone provider when we do. Your express consent applies to all contact information that you provide now or in the future and permits any contact for non-marketing purposes. You represent that you have the right to grant consent to use your contact information as stated in this paragraph.

B. Accessing the Service

This Service may be accessed through the use of an Internet-enabled device, an Internet service provider, and a username and password or other authentication method.

To make a loan payment using the Service, you must have an active Eastern Bank loan account. This Service may only be used for payments on Eastern Bank loan accounts and not for payments to third parties. You can also set up automatic payments on your loan by calling us at 1-800-EASTERN (1-800-327-8376).

You may use the Service without registering using your loan account number and the last four digits of your Social Security Number, or you may register to use this Service to make payments or set up automatic recurring payments as an “Enrolled User”. To become an Enrolled User, you must create a username and password. Some Internet-enabled devices have a fingerprint recognition feature, retinal scan, or other authentication feature that will allow you to access the Service without typing in your username and password. If the Bank accepts the type of authentication feature available on your device, anyone who accesses the Service using your device’s authentication feature will be deemed to be using your username and password with your authorization. Your password is confidential, so you should not reveal it to anyone else. If you do disclose your username 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 provides your password or uses your device's authentication feature or another authentication method to access the Service (an "Authorized User"). We will not be liable for and will not reimburse you for any losses that may occur as a result of the use of such features by such Authorized Users. 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 or another authentication method. Except as otherwise provided by law, you will indemnify Eastern Bank and hold it harmless for any loss or expense caused by any person who accesses your accounts using any password, device authentication feature or other authentication method as described in this Agreement.

You will be liable for unauthorized transactions using the Service to the extent allowed by applicable federal and state law, this Agreement, and any other agreement applicable to the specific bank product or service affected by the unauthorized transactions. Tell us AT ONCE if you believe that any username, password, or other access code or authentication feature you use for the Service 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
Customer Service Center
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

C. Using the Service

1. Loan Payments

- (i) Generally. You may make same-day payments to your loan account(s) or specify a date on which we are to process payments up to and including 10 calendar days in the future. If the specified date is not a business day, the payment will be the next business day. If you are an Enrolled User, you may also make recurring future-dated payments, specifying the payment amount, frequency, start date and end date. If we receive your same-day payment request prior to 6:00 p.m. Eastern Time on any business day, we will post the payment to your loan account on that day. If we receive your same-day payment request after 6:00 p.m. Eastern Time on a business day or at any time on a day that is not a business day, we will post the payment to your loan account on the next business day. The day we make the loan payment is called the "Transaction Date".

You may make payments up to \$10,000 per transaction. The payment will be made by transferring funds electronically (Automated Clearing House or "ACH" transaction). ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). If you authorize a recurring payment as an Enrolled User, those payments will continue until the specified end date, unless you cancel the recurring payment. You are responsible for canceling recurring payments through the Service if a loan account is fully paid off. You are responsible for monitoring recurring payments that you schedule through the Service, and we are not liable for the expiration of recurring payments.

- (ii) Funding Account. When you instruct us to make a payment through the Service, you must designate a checking account from which that payment is to be made, which is called the "Funding Account". By using the Service, you agree that we have the right to obtain information regarding your Funding Account from your financial institution, as necessary, to allow us to provide the Service (for example, to resolve a payment posting problem). By designating the Funding Account,

you are representing to us that you either own the Funding Account or are an authorized signer on the Funding Account for purposes of making payments through the Service.

- (iii) Payments. You must provide sufficient information about each payment to authorize us to make the requested loan payment, including but not limited to loan account number, amount, and Funding Account (the "Payment Instruction").

You authorize us to debit your Funding Account in the amount you designate and any associated fees. The date funds are withdrawn from your Funding Account is referred to as the "Funding Date". You also authorize us to credit your Funding Account, if necessary, as a result of overpayments or other credits that may be due to you in connection with the Service.

If sufficient funds are not available in your Funding Account on the Funding Date, the loan payment will be cancelled. You are responsible for any late payments, related charges, or fees that may apply. You will also be solely responsible for any overdraft or related fees charged by the financial institution where the Funding Account is located.

If you schedule a recurring payment in an amount that does not match the payment due, that payment will not be properly processed and the payment may remain outstanding. You are responsible for any late payments, related charges, or fees that may apply.

- (iv) Canceling Payments. You may use the Service to cancel or edit a future-dated payment prior to 6:00 p.m. Eastern Time on the business day preceding the Transaction Date. If you need to cancel or edit a future-dated payment on the Transaction Date, you may also call us at 1-800-EASTERN (1-800-327-8376) for assistance. Representatives are available Monday through Friday between 7:00 a.m. and 8:00 p.m. and Saturday between 9:00 a.m. and 3:00 p.m. Although we will make every effort to accommodate your request to cancel an in-process transaction, we will have no liability for failing to do so.
- (v) Expiring Automatic Payment Rules. If you set up automatic payments, you will choose an expiration date. You are responsible for monitoring the expiration of the automatic payments rule. If the automatic payment rule expires and there is a balance on your loan account, you are still responsible for making your payments in a timely manner. You are responsible for any late payments, related charges or fees that may apply.
- (vi) Payment Confirmation. Confirmation of your loan payment will be sent electronically to the email address you provided either during registration as an Enrolled User or as part of your Payment Instruction. If the email is returned as undeliverable, a paper confirmation will be mailed to the address that you have provided to us. You should monitor your account(s) to ensure that payments are made as you instructed. Regardless of whether the Service makes a payment, you are responsible for making your payment in a timely manner and you are responsible for any late payments, related charges or fees that may apply.

2. New Services

New online loan payment services may be introduced periodically. 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.

D. Contacting the Bank by Email

We will never ask you to send confidential information (such as your username, 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). We may request confidential information in order to establish or maintain financial services offered by Eastern Bank, but we will do so only through secure contact forms or protected online applications.

E. Limitation of Warranties

We make no warranties, expressed or implied, with respect to the Service including, without limitation, the warranties of merchantability and fitness for a particular purpose. We do not warrant that the Service will be available at all times or will be error-free. Some states do not allow the disclaimer of certain implied warranties, so these disclaimers may not apply to you.

F. Evidence

If we go to court for any reason, we may use a reproduction of any document created from a digital or other record of the original that was created and kept in the ordinary course of business to prove what you owe or that a transaction has taken place and the reproduction will have the same validity as the original. Any documentation provided to you which indicates that an electronic fund transfer was made will be admissible as evidence of such transfer and will constitute prima facie evidence that such a transfer was made.

G No Signature Required

When any particular payment or other 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.

H. Disclosure of Information to Third Parties

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

- where the other person is a party to the transfer or it is necessary for completing the transfer;
- where the other person is authorized by law to have access to our records in the course of their official duties;
- to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- to comply with a court order or lawful subpoena;
- to an auditor, attorney, or collection agent for the Bank;
- to a bank service provider for the purpose of servicing your account;
- if you give us your written permission (provided that permission given for a personal account will expire after 45 days); and
- if we are otherwise required or permitted to make such disclosure under applicable law.

I. 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 agreements and disclosures governing the deposit and loan accounts that you access using the Service. We can terminate your electronic banking privileges under this Agreement without notice to you if you breach any provision of this Agreement or applicable law, or you do not comply with the agreements governing your deposit or loan accounts or your accounts are not maintained in good standing.

We can terminate this Agreement or your use of the Service under it for any other reason, provided we give you prior notice of our decision to do so. We may terminate your access to the Service or a related service without prior notice if you close all accessible accounts or you do not sign in to the Service or have any transaction scheduled through the Service during any consecutive one hundred eighty (180) day period. If your access is terminated, you must contact us to re-enroll.

You may cancel the Service. To cancel the Service, you must notify the Bank and provide the effective date to stop the Service. You may notify the Bank by:

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

Eastern Bank
Customer Service Center
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

If your access to the Service is terminated by you or the Bank for any reason, any future dated or recurring transactions scheduled to be made after the effective date of termination will be cancelled. We may complete processing any transactions that have begun processing before the termination date.

J. The Bank's Business Days

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

K. Amendments

This Agreement may be amended from time to time by the Bank. You can access a copy of the current version of this Agreement through the Service or on our website. Unless otherwise required by law, amendments apply to your accounts and the Service 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 terminate the Service.

L. Hardware and Software

The Service is accessed through the Internet and you are responsible for selecting computer hardware and software with the minimum technical requirements necessary to access the Service and the disclosures we will provide electronically. The system and browser requirements for accessing the Service are available at www.easternbank.com/techspecs or by contacting the Bank at the address or telephone number in this Agreement.

You are also responsible for protecting the computer hardware and software against viruses through use of a reliable computer virus detection product and by scanning the computer on a regular basis.

You acknowledge that the Bank is not responsible for (a) any errors, omissions, or failures resulting from defects in or malfunctions of your computer hardware and software, or (b) any viruses or related problems that may be associated with the use of the Internet to access the Service.

M. E-Sign and Electronic Communications

When you sign up for the Service, you agree that the Bank may (but is not obligated to) send you any disclosures, notices, and other communications relating to all accounts, products, and services available or accessible through the Service electronically. You also agree that we may contact you by text message,

email, or by calling any telephone number you have given us to verify a transaction or to communicate other information relating to your Eastern Bank accounts, products, and services. However, this will not change how you receive your loan statements.

You agree that email or other electronic communications that we send you will be treated as “writing” and will bind each of us in the same way as any other written communication. You specifically agree that any electronic signatures that you provide through the Service are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the related documents just as if you had physically signed the same documents with a pen. Unless otherwise provided under applicable law, any electronic communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it.

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
Customer Service Center
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

Fees may be charged for paper copies of certain disclosures, so please refer to the applicable fee schedule. Requesting paper copies of statements or other disclosures does not withdraw your consent to receive subsequent disclosures electronically.

Updating Contact Information. It is your responsibility to ensure the Bank has current and valid contact information for you on file. You should update your contact information via the Service and also contact the Bank if your contact information changes.

Withdrawal of Consent to Electronic Disclosures. You can withdraw your consent to receive disclosures electronically, as described below.

To withdraw your consent to receive electronic disclosures generally, call 1-800-EASTERN (1-800-327-8376) or write to:

Eastern Bank
Customer Service Center
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

There are no fees for withdrawing your consent to receive electronic disclosures. However, the Service is not available without electronic disclosures. Therefore, withdrawing your consent to receive electronic disclosures will terminate your access to the Service, including funds transfers. Any future dated or recurring transactions scheduled to be made after termination of your electronic disclosures, including all funds transfers, will be canceled. We may complete processing any transactions that have begun processing before the termination date.

N. Service Providers

The Bank may delegate its obligations to provide services to you under this Agreement to one or more independent service providers. Even if it does so, the Bank will continue to be the only party who is

responsible to you for the performance of this Agreement: you will have no right to enforce this Agreement against the service provider. The service providers will be third party beneficiaries of this Agreement and will be entitled to all rights and protections that are available to the Bank hereunder.

O. Governing Law

The Service, your loan accounts, the services we provide in connection with them, and all the agreements between you and us relating to those accounts and services will be governed by the laws identified in your loan documents. If there is any conflict between our agreements and applicable federal and state laws, the affected agreements will be considered changed to the extent necessary to comply with those laws.

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