

# Eastern Mobile & Online Banking<sup>®</sup> Agreement

Rev. 02/2025

**THIS AGREEMENT IS SUBJECT TO DEPOSIT ACCOUNT AGREEMENTS THAT EACH CONTAIN AN ALTERNATIVE DISPUTE RESOLUTION PROVISION THAT INCLUDES AN ARBITRATION PROVISION, A JURY TRIAL WAIVER, A CLASS ACTION AND CLASS ARBITRATION WAIVER, ALONG WITH OPT-OUT INSTRUCTIONS. IT IS IMPORTANT THAT YOU READ THE ENTIRE APPLICABLE ALTERNATIVE DISPUTE RESOLUTION PROVISION CAREFULLY.**

## A. Introduction

This Eastern Mobile & Online Banking<sup>®</sup> Agreement (this “Agreement”) between you and Eastern Bank governs Eastern Mobile & Online Banking<sup>®</sup>, the banking transactions using Eastern Bank’s online banking services (the “Online Banking Services”) or mobile banking services (the “Mobile Banking Services”). These services are referred to in this Agreement individually as a “Service” and collectively as the “Services”.

Under this Agreement, “we”, “us”, “our”, and the “Bank” mean Eastern Bank and “you” and “your” refer to each accountholder that requests or uses any of these Services individually and all joint accountholders collectively.

This Agreement covers Services for both personal and business accounts and some provisions differ depending on the type of account you are using. Generally speaking, “personal accounts” are accounts held by one or more individuals and used for personal, family, or household purposes and “business accounts” are accounts held in the name of a business and used for business purposes. Where different provisions of this Agreement apply to different types of accounts, those differences are noted.

Any deposit account you access through the Services is also governed by the applicable deposit account agreement and fee schedule, the Bank’s rules and regulations, and applicable state and federal laws. Deposit accounts used for personal, family, or household purposes (“personal accounts”) are governed by the Bank’s Personal Deposit Account Agreement and schedule of Personal Deposit Account Fees. Deposit accounts used for business purposes are governed

by the Bank's Business Deposit Account Agreement and Business Banking Fee Schedule. **Each deposit account agreement contains an Alternative Dispute Resolution provision that includes an arbitration agreement, a jury trial waiver, a class action and class arbitration waiver along with opt-out instructions, it is important that you read the entire applicable Alternative Dispute Resolution provision carefully.** Any loan account you access through the Services is also governed by the applicable promissory note or loan agreement and any related documents.

The Services may be provided on one or more platforms. Certain Services and features are not available on all platforms.

## **B. Agreeing to this Agreement and Consenting to Email and Phone Contact**

By enrolling for or using a 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. You can access a copy of the current version of this Agreement through the Services.

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 or using a 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 Agreement.

## **C. Accessing your Accounts through the Services**

The Bank's Online Banking Services may be accessed through the use of an Internet-enabled device, an Internet service provider, and login credentials (such as a username and password) or other authentication method. Software and browser requirements are available at [www.easternbank.com/techspecs](http://www.easternbank.com/techspecs). The Bank's Mobile Banking Services are available only with the mobile banking app for certain mobile devices. To access the Mobile Banking Service (including Mobile Deposit), you must download Eastern Bank's mobile banking app to your mobile device.

You must create a username and password when you enroll in a Service. You will use the same username and password for both Online Banking Services and Mobile Banking Services. Some Internet-enabled devices have a biometric recognition feature, passcode, or other authentication feature that will allow you to access a Service without typing in your username and password. If the Bank accepts the type of authentication feature available on your device, anyone who accesses a Service using your device's authentication feature will be deemed to be using your login credentials with your authorization.

Your login credentials are confidential, so you should not reveal them to anyone else. If you do disclose your login credentials 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 login credentials or uses your device's authentication feature to access a 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 your login credentials or your device's authentication feature by such Authorized Users. You agree to tell us immediately if someone you did not authorize learns any of your login credentials or is able to use your device's authentication feature. 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 login credential, password, or device authentication feature.

Through the Services, you will be able to access most accounts linked to your customer record at Eastern Bank (such as your checking, money market, savings, certificates of deposit, and loan accounts). We refer to accounts at Eastern Bank that *could* be accessed through the Services as "eligible accounts" and accounts to which you *do* have access as "accessible accounts" or simply "accounts". If you do not instruct us otherwise, you will automatically be given access to all eligible accounts. Accounts will not be accessible through one Service and inaccessible through the other. In other words, your accessible accounts will be accessible through both Online Banking Services and Mobile Banking Services; you cannot have an account that is accessible through Online Banking Services but inaccessible through Mobile Banking Services. However, not all types of accounts are eligible for all types of transactions and features. If an account type is not eligible for a specific type of transaction, the Service will not include an account of that type in the transaction options.

If there are both business and personal accounts linked to your customer record and you do not instruct us otherwise, all of the accounts will be accessible to all Authorized Users. Authorized Users will be able to view all accounts (including account balances and transactions); initiate transactions, including stop payment orders; and transfer funds from the accounts within Eastern Bank and outside of Eastern Bank. By allowing all of your accounts to be accessible through the Services, you authorize all Authorized Users to access your accounts and you authorize the Bank to permit and complete all transactions made by an Authorized User through the Services without regard to whether the Authorized User ordering

the transaction is an owner of or authorized signer on any account affected by the transaction under any other account agreement, signature card, resolution, or other documentation that applies to the applicable account (collectively, the "Account Documentation"). You also release, indemnify, and agree to hold the Bank harmless from and against any claim or cause of action alleging that any transaction made in accordance with this Agreement violates the Account Documentation or any provision of the Uniform Commercial Code or any privacy or data security law or constitutes negligence, breach of a duty of care, or breach of any other standard banking practice on the part of the Bank.

If there are any eligible accounts to which you do NOT want access via the Services, you may request that we remove access to those accounts by calling 1-800-EASTERN (327-8376). You may also request that we restore access to any previously removed accounts.

## **D. Alerts**

### **1. Text, Push Notification, and Email Alerts**

You may request automated alert messages, such as by text, push notification, or email. We offer alert messages to notify you of a variety of events and circumstances and some alerts are part of a particular Service, such as Zelle® payments. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction or register for a particular Service that triggers an alert.

Alert messages will be sent to the mobile phone number, device(s), or email address you have specified. If you change your phone number or email address, you will need to update your contact information immediately for continued delivery of alert messages and certain Services.

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 will 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.

### **2. General Provisions for All Text Services**

By requesting text services, you agree that we may send text messages to the mobile phone number you specified.

Text alerts are supported by most mobile carriers. Neither Eastern Bank nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

Message frequency varies based on user activity.

Responding to a text alert with **STOP** will cancel text services. Responding to a text alert with **HELP** will generate instructions to obtain help.

If you have questions about alerts, call the Bank's Customer Service Center at 1-800-EASTERN (327-8376).

The Bank's Privacy Policy can be viewed at [www.easternbank.com/privacy](http://www.easternbank.com/privacy).

## **E. Mobile and Online Banking Services**

### **1. Accounts & Account Information**

(i) You may view balance information and transaction activity for any of your accessible accounts.

(ii) You may perform self-service activities such as managing accounts, opting into overdraft coverage for ATM and debit card transactions for personal accounts, changing your password, and updating your contact information. Transaction information can be filtered, downloaded or printed.

### **2. Funds Transfers**

(i) *Funds Transfers within Eastern Bank* – You may use the Services to make same-day, future-dated, or recurring funds transfers:

A. from your Eastern Bank deposit account to another Eastern Bank deposit account held in your name;

B. from your Eastern Bank deposit account to make a payment on your Eastern Bank loan account, including a line of credit, installment loan, or mortgage loan; and

C. from your Eastern Bank line of credit to your Eastern Bank deposit account.

Funds transferred to an Eastern Bank deposit account will be deemed deposited on the Transaction Date (as defined below) and will be available after deposit in accordance with our funds availability policy.

*(ii) Funds Transfer Outside Eastern Bank* – You may make scheduled or recurring funds transfers between your Eastern Bank deposit account and an account you own at another financial institution. The account at the other financial institution must be located in the United States.

*(iii) Making Funds Transfers Effective* – When you request a funds transfer, you authorize us to follow the transfer instructions and send 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). Standard delivery time for a transfer to an account at another financial institution is 3 business days. The Bank may delay sending the funds to the receiving account in its discretion for security purposes. The day we process the transfer is called the “Transaction Date”. We may refuse to act on your funds transfer instruction if there are not sufficient available funds in your originating account, including funds available through any sweep or automatic transfer feature, on the Transaction Date.

*(iv) Editing or Canceling Funds Transfers* – You may edit or cancel a future-dated funds transfer so long as those options are available through the Services. The options will be available until we begin processing the transfer. Same-day transfers are effective immediately and cannot be edited or cancelled.

*(v) Availability of Funds* – If you are relying on the availability of funds that are being transferred into the originating account electronically (such as by direct deposit) to make a funds transfer, please confirm that available funds have been posted to the originating account before making or scheduling the transfer. For future-dated or recurring transactions, we recommend you schedule the funds transfer at least one business day *after* you expect available funds to be posted to the originating account.

*(vi)* Some types of accounts may not be eligible for some types of funds transfers.

### 3. Zelle®

(i) *General* – Eastern Bank has collaborated with Zelle Network® (“Zelle®”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that works with Zelle® (each, a “Zelle® User”) using aliases, such as email addresses or mobile phone numbers (the “Zelle® Service”). We refer to financial institutions that work with Zelle® as “Network Banks”. Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Bank. THE ZELLE® SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

When you enroll to use the Zelle® Service you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Zelle® Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® Service to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Service or share your credentials with a third party to use the Zelle® Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.

The Zelle® Service is intended for personal use, not business or commercial use. You agree that you will not use the Zelle® Service to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® Service with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Service if we believe that you are using the Zelle® Service for business or commercial purposes, or for any unlawful purpose.

Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Service any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other

harmful, disruptive, or destructive files; (e) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (f) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.

Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability for, any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a Zelle® User profile accurately identifies a particular Zelle® User of the Zelle® Service.

The Zelle® Service may include functionality for you to add a unique alpha-numeric identifier to your registered Zelle® User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your “Zelle® tag.” You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Zelle® Users of the Zelle® Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor Zelle® User Zelle® tags, both we and Zelle® have absolute discretion to remove a Zelle® User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor Zelle® User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Service, you may be exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any Zelle® User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a Zelle® User Zelle® tag accurately identifies a particular Zelle® User of the Zelle® Service. We respect the intellectual property of others and require that users of the Zelle® Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Service that is subject to intellectual property rights claims.

We make security and the protection of your information a top priority. You can access our Privacy Policy at <https://www.easternbank.com/privacy-policy>, which is incorporated into and made a part of this Agreement by this reference.

Once a transfer has been initiated to or from your account, you will have no ability to stop or change it, so you should not use the Zelle® Service for a payment unless you are satisfied that you know the correct amount, have the correct recipient contact information, and will not need to stop the transfer. You should proofread your transfer instructions carefully to make sure there are no mistakes in the dollar amount or in the recipient's name, email address, or mobile number. **We are not liable for any typos, keystroke, or other transaction errors in your instructions.** YOU ARE SOLELY RESPONSIBLE FOR RESOLVING ANY DISPUTE YOU MAY HAVE WITH ANOTHER ZELLE® USER REGARDING A PAYMENT OBLIGATION.

(ii) *Enrolling for Zelle® Service* – You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.

Once enrolled, you may: (i) authorize a debit of your account to send money to another Zelle® User either at your initiation or at the request of that Zelle® User; and (ii) receive money from another Zelle® User either at that Zelle® User's initiation or at your request, subject to the conditions of the section titled “Requesting Money.” If at any time while you are enrolled, you do not send or receive money using the Zelle® Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Service until you enroll again.

Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Zelle® Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a Zelle® User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.

*(iii) Sending Money* – You may send money to another Zelle® User at your initiation or in response to that Zelle® User’s request for money. You understand that use of the Zelle® Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle® Service. If the person you sent money to has already enrolled with Zelle®, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another Zelle® User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a Zelle® User with Zelle®, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a Zelle® User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your Zelle® User preferences (i.e., email, push notification).

We have no control over the actions of other Zelle® Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended Zelle® User.

*(iv) Receiving Money* – Once a Zelle® User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Service, you have no ability to stop the transfer. By using the Zelle® Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Zelle® Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Banks, we may need or Zelle® may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your Zelle® User preferences (i.e., email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

*(v) Requesting Money* – You may request money from another Zelle® User. You understand and acknowledge that Zelle® Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Zelle® Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other Zelle® User rejects or ignores your request or sends you an amount that is less than you request. If a Zelle® User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that Zelle® User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Zelle® Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

*(vi) Wireless Operator Data* – We or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle® Service. By using the Zelle® Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship.

(vii) *Consent to Emails and Automated Text Messages* – By participating as a Zelle® User, you represent that you are the owner of the email address, U.S. mobile phone number, Zelle® tag, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, U.S. mobile phone number, Zelle® tag and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle®, from other Zelle® Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Zelle® Service or related transfers between Network Banks and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, respond to a text message with **STOP**. For help or information regarding text messaging, respond to a text message with **HELP** or contact our customer service at 1-800-EASTERN (327-8376). You expressly consent to receipt of a text message to confirm your “STOP” request.

(viii) *Liability* – Neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU

DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

*(ix) Disclaimer of Warranties* –EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER THE BANK NOR ZELLE® MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. THE BANK AND ZELLE® EACH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® SERVICE DESCRIBED OR PROVIDED. NEITHER THE BANK NOR ZELLE® WARRANT THAT THE ZELLE® SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

*(x) Limitation of Liability* – EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL THE BANK NOR ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® SERVICE DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® SERVICE DESCRIBED OR PROVIDED, EVEN IF THE BANK OR ZELLE® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE®’S SERVICE OR WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO THE ZELLE® SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

*(xi) Indemnification* – You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys’ fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle® Service, or any violation by you of the terms of this Agreement.

*(xii) Miscellaneous* – Subject to the terms of this Agreement, the Zelle® Service is generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®’s control. Live customer service generally will be available Monday through Friday, excluding U.S. bank holidays.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

You acknowledge and agree that for any claims or disputes you assert against Zelle® or Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce against you the Arbitration Agreement and related provisions contained in the applicable deposit account agreement.

#### **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 the online or mobile the bill payment service (the “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. Any payments scheduled to be processed on Saturday, Sunday, or any holiday will be processed on the next business day and will be included in the daily limit for the business day on which they are processed. The day on which we process a bill payment is called the “Send On Date”.

You must provide sufficient information about each bill 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. We do not recommend that you use bill payments to pay taxes, to make any court ordered payment, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. You can only make bill payments to payees with United States addresses.

Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or “ACH” transaction) or by sending a paper check to the payee. ACH transactions 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 paper check itself will not be drawn against your account. If you authorize a recurring payment to any payee, 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 payment you initiate 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 that is accessible through the Services. If you do not have an active Eastern Bank checking account, you may not use Bill Payment Service.

*(iii) Scheduling Payments.* In general, you should allow at least three business days for on-time payment of an ACH transaction and five 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 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. The Bank is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.

The Bank withdraws funds from the Funding Account on the Send On Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it. 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.

The Bank may, but is not required to, complete a bill payment transaction if there are not sufficient available funds in the Funding Account (including any linked overdraft account) on the Send On Date. If sufficient funds are not available in your Funding Account on the Send On Date, no further bill payments will be processed until sufficient funds are available in the Funding Account. Your account may be assessed an insufficient funds service fee under the terms of the deposit account agreement applicable to the Funding Account. In addition, if sufficient funds are not available in your Funding Account on the Send On Date, your access to Bill Payment Service may be suspended and you will receive an email message notifying you that your Bill Payment Service has been suspended. If we suspend your Bill Payment Service, no further bill payments will be processed unless you reapply for the service and we reinstate it for you.

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

## **5. eBills**

eBills is a 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 eBill indicator next to their name on the payments screen.

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 credentials 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 Services.

To cancel eBills, you should cancel eBills through our Bill Payment Service and contact the payee to instruct the payee to resume sending you paper bills.

## **6. Failed or Returned Transfers**

If we are unable to complete a transfer from your account for any reason or if a transfer is rejected or returned, we will return the funds to the designated originating account. If the designated originating account has been closed or cannot be credited for any other reason, we will make a reasonable effort to return the funds to you in some other manner.

## **7. Electronic Statements**

(i) Your deposit and loan account statements may be sent electronically or by paper, depending on the Service and your preference. If you choose the electronic delivery option, a paper copy of the statement will no longer be provided. Once enrolled for electronic statements, you will be able to view your enrolled account statements online or through your mobile device. 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 deposit 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 the electronic statements option for the new primary account or (b) request the electronic statements option for the remaining individual accounts. If you take no action, we will resume sending paper statements for the remaining accounts.

*(iii) Joint Accounts.* If one of the account owners requests electronic statements for a joint account, the other account owner must also use Online Banking Services or Mobile Banking Services to view the account statements.

*(iv) Losing Access to Electronic Statements.* Electronic statements can only be accessed through the Services. If you plan to terminate the Services, you should change your statement delivery option through the Services to paper delivery and print or save copies of your electronic statements before doing so; after termination, electronic copies of prior statements will no longer be available through the Services.

## **8. Mobile Deposit**

Customers enrolled in Mobile Banking Services who use the mobile banking app on their device can use Mobile Banking Services to 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 mobile banking app (“Mobile Deposit”). Deposit accounts must be in good standing. Checks must be payable to the accountholder, drawn on a U.S. bank, payable in U.S. 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 on or 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 or attempted to deposit the check previously to Eastern Bank (through Mobile Banking Services, at an ATM, by mail, in person at a branch, or in any other manner) or any other financial 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 in compliance with clause (e) above) 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 and Features**

New mobile and online banking services and features may be introduced periodically. By using these services or features as they become available, you agree to be bound by the terms and conditions that apply to the applicable services or features.

## **F. Limits on Transactions**

You agree not to use the Services to make or receive any transfer in violation of applicable law. If you request such a transfer, we are not obligated to process it.

The Bank may impose limits on the dollar amount of (i) payments made with the Bill Payment Service; (ii) deposits through Mobile Deposit; (iii) funds transfers outside of Eastern Bank; and (iv) payments made through the Zelle® Service and may change those limits from time to time. The current limits in effect are available at [Schedule of Transaction Limits](#) and information regarding current limits specifically applicable to your accounts is available through the Services. If you submit a transaction through a Service that exceeds applicable limits, the Bank may, but is not obligated to, post the transaction to your account.

Your ability to transfer funds from your accounts may also be subject to other legal restrictions and service charges under the applicable Account Documentation. You should review your Account Documentation, including the applicable deposit account agreement and the related fee schedule, carefully for information regarding all applicable limitations and service charges.

## **G. 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 1 business day; 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 (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, or payment information via any non-encrypted email system.

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 (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.

## **H. Schedule of Charges**

The current fees for the Services are shown in the fee schedule (the "[Mobile and Online Banking Fee Schedule](#)") and will also be provided by the Bank on request. Regular account fees and service charges (such as fees for insufficient funds transactions) will apply to services and transactions requested through the Services as they would apply to transactions and services effected through other means. Please read the Account Documentation, such as the applicable deposit account agreement and fee schedule, for information about such fees.

## **I. Account Statements**

Online Banking Services and Mobile Banking Services transactions will be itemized on your regular account statements. Statements will continue to be sent to you, electronically or in hard copy, depending on the type of account, the nature of the transactions, the Services, and the delivery method you have selected.

You may also view your transaction history through the Services.

## **J. In Case of Errors or Questions – *Applicable Only to Personal Accounts***

In case of errors or questions regarding electronic transfers through the Services, call our Customer Service Center at 1-800-EASTERN (327-8376), visit a branch, or write to us at:

Eastern Bank

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

Notify us 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 calendar 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 and the date of the suspected error.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days following the date you notified us.

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 error. If we decide to do this, we will provisionally credit your account within 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 request in writing and we do not receive it within ten (10) business days, we might not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new accounts, we may take up to twenty (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. We will also adjust the balance of your account if necessary to correct any error. If we credited your account for the amount you thought was in error and we determine that no error was made or that a smaller error was made, we will “debit” (subtract) any excess amount from your account and we will notify you of the amount of the debit. We will honor checks, drafts, or similar instruments payable to third parties and preauthorized transfers from your account (without charge to you as a result of an overdraft, up to the amount of the provisional credit that was debited) for five (5) business days after the notification.

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

### **K. Your Liability for Unauthorized Transactions**

You will be liable for unauthorized transactions using the Services 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 immediately if you believe that any username, password, or other access code or authentication feature you use for the Services 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 (327-8376)

Visit a branch

Or write to us at: Eastern Bank  
Customer Service Center  
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.

*For personal accounts:* Transfers shown on a statement that you do not believe you made are treated as “errors” that are subject to the error resolution process described in Section J above. We are not required to investigate the alleged error or to refund any erroneous electronic transfers to your account if you do not tell us about the error within 60 days after we sent you the statement on which the transfer was first itemized. If extenuating circumstances (such as a long trip or a hospital stay) kept you from telling us, we may, at our discretion, extend the time for notice to a reasonable period.

*For business accounts:* Your liability for an unauthorized transfer will be governed by the deposit account agreement, cash management terms and conditions, or other contract provisions that apply to the particular account or bank product or service affected by the unauthorized transfer.

#### **L. Our Liability – *Applicable Only to Personal Accounts***

For purposes of this section of the Agreement, all funds transfers through the Services (including internal and external transfers and Zelle® transfers) are deemed to be “electronic transfers”.

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 resulting losses and damages to the extent required by applicable law. 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 Transaction Date or Send On Date, as applicable;
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.

We will not be liable for failing to complete a transaction if your instructions contained an error or if the transfer was returned for any reason.

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

exemplary damages, including lost profits, arising in any way out of the installation, use, or maintenance of the equipment or software used to access Online Banking Services or Mobile Banking Services or, except as set forth above, arising out of the Services.

#### ***M. Our Liability – Applicable Only to Business Accounts***

We will not be liable for any losses or damages you may incur through the Services unless they are the result of our gross negligence or willful misconduct.

#### **N. Limitation of Warranties**

**We make no warranties, expressed or implied, with respect to the Services including, without limitation, the warranties of merchantability and fitness for a particular purpose. We do not warrant that Services 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.**

#### **O. Your Ability to Stop Payment of Electronic Transactions**

Your initiation of Online Banking Services or Mobile Banking Services 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 UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

#### **P. 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 funds transfer was made will be admissible as evidence of such transfer and will constitute prima facie evidence that such a transfer was made.

### **Q. No Signature Required**

When any particular payment or other Online Banking Service or Mobile Banking 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.

### **R. 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;
7. if you give us your written permission (provided that permission given for a personal account will expire after 45 days); and
8. if we are otherwise required or permitted to make such disclosure under applicable law.

### **S. 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 the Services. We can terminate your electronic banking privileges under this Agreement without notice to you if:

1. you do not pay a fee or other payment when due, or
2. you breach any provision of this Agreement or applicable law, or
3. 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 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 terminate your access to the Services or a related service without prior notice if you close all accessible accounts or you do not sign into the Services or have any transaction scheduled through the Services 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 Services. To cancel the Services, you must notify the Bank and provide the effective date to stop the Services. You may notify the Bank by:

1. Calling 1-800-EASTERN (327-8376), or by

2. Writing to:

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

Since Online Banking Services and Mobile Banking Services use the same login credentials, canceling either Service will result in the cancellation of *all* Services. You cannot cancel one Service and continue to use the other.

If your access to the Services 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, including all funds transfers and Zelle® transfers, will be cancelled. We may complete processing any transactions that have begun processing before the termination date. If your access is terminated, you should contact us to change your statement delivery method to paper. Otherwise, any account for which you have elected to receive an electronic statement will continue to receive electronic statements.

#### **T. The Bank's Business Days**

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

## U. Amendments

This Agreement may be amended from time to time by the Bank and will be available through the Services. The Bank will give you notice of any change as required by applicable law, 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 or multiple Authorized Users, one notice will be effective as to all accountholders or users. 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.

## V. Hardware and Software

Any software you download to access the Services (the "Software") is licensed to you solely for the purpose of accessing and using the Services. You receive no other right, title, or interest in the Software. You agree that you will not: (i) modify, revise, or create any derivative works of the Software; (ii) decompile, reverse engineer, or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols, or labels in the Software, including, but not limited to, any trademark, logo, or copyright.

**THE BANK DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.**

Online Banking Services are accessed through the Internet and you are responsible for selecting computer hardware and software with the minimum technical requirements necessary to access Online Banking Services and the disclosures we will provide electronically. The system and browser requirements for accessing Online Banking Services are available at [www.easternbank.com/techspecs](http://www.easternbank.com/techspecs) or by contacting the Bank at the address or telephone number herein.

Mobile Banking Services are accessed through the Eastern Bank mobile banking app on certain internet-enabled mobile devices. We will give you notice of any change to these requirements if the proposed change will adversely affect your ability to access subsequent electronic communications.

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 Services.

## **W. E-Sign and Electronic Communications**

Eastern Bank sends statements for your accounts in paper or electronically depending on the Service and your preference. In order to receive statements electronically, you must be enrolled in Online Banking Services or Mobile Banking Services. You can elect to change your statement delivery option through the Services.

When you sign up for the Services, 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 through the Services (including any ATM or debit cards that can be used to access your accounts) 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, you will still receive account statements in paper form unless you request electronic delivery by setting the statement delivery option as described above.

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 Online Bank Services or Mobile Banking 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 (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 may update your contact information via the Services.

*Withdrawal of Consent to Electronic Statements or Disclosures.* You can withdraw your consent to receive statements and other disclosures electronically, as described below.

1. To withdraw your consent to receive account statements electronically, change your statement delivery option through the Services to paper delivery for the applicable account(s). Before making this change, you should print or save copies of your past electronic statements, which will no longer be available online after you submit your request to change the statement delivery option to paper delivery. Upon changing your statement delivery option to paper delivery, you will begin to receive paper copies of your statements in the mail.
2. To withdraw your consent to receive electronic disclosures generally, call 1-800-EASTERN (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 Services are not available without electronic disclosures. Therefore, withdrawing your consent to receive electronic disclosures will terminate your access to all Online Banking Services and Mobile Banking Services, including funds transfers to other accounts. 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. Before withdrawing your consent to receive electronic disclosures, you should download and save or print copies of your electronic statements, since these will no longer be available to you after your access to the Services is terminated and change your statement delivery option through the Services to paper delivery. Otherwise, you will not receive paper statements and you will need to contact us to change your statement delivery method to paper.

## **X. 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.

## **Y. Governing Law**

Your deposit 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 federal laws and by the laws of the state in which the account was opened. An account opened online or through any other electronic means will be deemed to have been opened in the Commonwealth of Massachusetts. 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.