

Eastern Small Business Mobile & Online Banking Agreement

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Rev. 10/2024

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 Small Business Mobile & Online Banking Agreement (this “Agreement”) between you and Eastern Bank governs Eastern Small Business Mobile & Online Banking, the mobile and online banking services Eastern Bank offers to small business customers using 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; the “Company” refers to the business that requests or uses any of these Services, or on whose behalf Services are requested or used. “You” and “your” refer to the Company, each accountholder on any Linked Account, including any joint accountholders, the Administrator, and any User. The “Administrator” is the person designated by the Company to manage Users’ access to the Services or any other person with user maintenance permissions. A “User” is any user of the Services authorized pursuant to this Agreement, including anyone who provides a User’s login credentials or uses a User’s device’s authentication feature to access a Service. A “Linked Account” or “Account” is any deposit, investment, loan or other account that has been linked to the Services.

If you link any personal account to the Services, this Agreement will cover 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 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 "loan documents"). Any account agreement, fee schedule, loan document, signature card, resolution, or other documentation that applies to an account is referred to herein collectively as the "Account Documentation". You should review the Account Documentation for any applicable fees, for limits on the number or type of transactions you can make, liability rules for electronic fund transfers, and for other restrictions that might impact your use of an account with the Services. The Services may be provided on one or more platforms. Certain Services and features are not available on all platforms. Some Services and features may only be available to you or for particular accounts upon your request and our approval.

B. Agreeing to this Agreement and Consenting to 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. In the event of any conflict between the Account Documentation and this Agreement, this Agreement shall control. 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, mobile, 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 or artificial voice message call, text, auto-dialer technology, 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. If you change your phone number, email address or other contact information, you must update your contact information with us.

You agree that email or other electronic communications that we send you, including communications through an online notification portal, 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. Linked Accounts

You may link any of your business accounts to the Services. At your request, the Bank may also permit you to link certain personal accounts to the Services, but not all Services are available for personal accounts. By allowing accounts to be accessible through the Services, you acknowledge and agree: (a) each User will have access to all Linked Accounts, whether business or personal accounts, to the extent granted by the Administrator and will be authorized to access such Accounts and perform any transaction available through the Services, whether or not the User is named on any signature card or other authorization document for the applicable Account; (b) any User who is granted access to an Account, including a personal account, will be able to view and perform any transaction that is available through the Services for that Account, even if the User is not a named account holder, authorized signer or authorized user on the Account; (c) if any Account is a joint account, each User who is granted access to the Account is authorized to act on behalf of all owners of the Account; and (d) you authorize the Bank to permit and complete all transactions made by a User through the Services without regard to whether the User is an owner of or authorized signer on any account affected by the transaction under the Account Documentation. Each User, the Company, and the Administrator each hereby fully, irrevocably and unconditionally release, indemnify and hold harmless the Bank and its affiliates and its and their respective employees, officers, directors, agents, assigns and representatives from and against any claim or cause of action alleging that any transaction on or access to an account effected through the Services violates the Account Documentation, the Uniform Commercial Code, any privacy or data security law or other applicable law, or constitutes negligence, breach of a duty of care, or breach of any other standard banking practice on the part of the Bank.

D. Creating and Managing Users

The Company shall authorize users and control their scope of activities by designating user levels, access levels, and account settings. The Company will designate an “Administrator” to manage user access to the Services. The Administrator may designate additional users. The Administrator and all other designated users are collectively referred to as the “Users.” The Administrator may grant user maintenance permissions to other Users, who may then designate other Users. For each User, the Administrator can designate which Linked Accounts the User will have access to and the types of transactions the User may perform in such Linked Accounts. If the Administrator does not limit the Linked Accounts to which a User has access or the types of transactions the User may perform, the User will have access to all Linked

Accounts and may perform any transactions available for those Accounts through the Services.

Each User shall be deemed to be the duly authorized representative of the relevant accountholder with respect to all transactions effected through the Services. You are responsible for (and we will have no liability to you for) any unauthorized payments, transfers or other transactions performed on any Linked Account that are made by a User who accesses the Services using any Security Code and performs transactions that are within such User's access settings, even if the transaction exceeds any instructions or authority you have given the User.

To change the Administrator or revoke the Administrator's authority, contact the Bank:

Telephone us at: ☎1-800-333-8000

Visit a branch, or

Write to us at:

Eastern Bank
Business Services Team
195 Market Street, EP3-02
Lynn, Massachusetts 01901-1508

No change or revocation of the Administrator's authority will be effective until we have received your notice and had a reasonable opportunity to act on it.

To revoke the authority of any User other than the Administrator, the Administrator or another User with user maintenance permissions should make the change through the Services.

We are entitled to rely on the apparent authority of any person who accesses the Services using any Security Code. You represent and warrant that all transactions effected hereunder shall be properly authorized and that the Bank shall have no obligation to verify, by telephone or by any other means, any such transaction request. 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 the Services, initiates a transaction, or initiates or confirms a wire using any Security Code.

If there is any conflict between the terms of this Agreement and of any other document regarding how transactions are to be authorized, this Agreement shall control.

E. Security Codes

The Services may be accessed through the use of an Internet-enabled device, an Internet service provider, and login credentials or other authentication method. Software

and browser requirements are available at www.easternbank.com/techspecs. The Mobile Banking Services are available only with the mobile banking app for certain mobile devices. To access the Mobile Banking Services (including Mobile Deposit), you must download Eastern Bank's small business mobile banking app to your mobile device.

Each User will use a Company ID, a User ID and a password (collectively with any other login credentials, security device, access code or authentication feature, "Security Codes") to access the Services. You will use the same Security Codes for both Online Banking Services and Mobile Banking Services. The Bank will provide Company with the Company ID to be used for all Users. 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 Security Codes. 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 Security Codes with your authorization.

You agree to: (a) keep each Security Code secure and strictly confidential; (b) disclose the Company ID only to authorized users; (c) disclose User IDs only to the User to whom the User ID is issued; (d) instruct each person to whom you give a Security Code that he or she is not to disclose it to any other person; (e) immediately notify us if you believe a Security Code may have become known to an unauthorized person; and (f) immediately change any Security Code that you believe may have become known to an unauthorized person. If you do disclose any Security Code 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 Security Codes 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 Security Codes 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 Security Codes 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. We may suspend or cancel any Security Code if we suspect it is being used in an unauthorized or fraudulent manner.

You acknowledge and agree that (a) the confidentiality and security of the Security Codes are your responsibility, (b) you will take reasonable steps to protect the confidentiality and security of the Security Codes and of any proprietary information or devices made available to you by the Bank in connection with the Services, and (c) you will notify the Bank immediately if you have any reason to believe that the confidentiality and security of the Security Codes or any other confidential information has been breached or may have been breached. Upon such notification, the Bank will take reasonable steps to mitigate the impact of such breach but shall not be liable for any losses resulting from such breach. You acknowledge any errors in connection with the

use of the Services are your sole responsibility, even if from time to time the Bank detects an error and acts to remedy such error.

By using the Services, you acknowledge and agree that the security procedures described herein are commercially reasonable. Unless otherwise provided by law, you agree to be bound by transaction instructions, whether authorized or unauthorized, that we implement in compliance with these procedures, unless you have given us notice of possible unauthorized use and we had a reasonable opportunity to act on such notice.

F. Alerts

1. Text and Email Alerts

You may request automated alert messages, such as by text or email. We offer alert messages to notify you of a variety of events and circumstances and some alerts may be part of a particular Service. 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 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. While we do not charge for the delivery of the alerts, please be advised that text, data, or other charges or rates may be imposed by your carrier.

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 Business Services Team at 1-800-333-8000 for business accounts or the Customer Service Center at 1-800-EASTERN (327-8376) for personal accounts.

The Bank's Privacy Policy for consumers can be viewed at www.easternbank.com/privacy.

G. 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, changing your password, and updating your contact information. Transaction information can be filtered, downloaded or printed.

2. Funds Transfers

(i) *Internal Transfers* – You may use the Services to transfer funds among your Linked Accounts, including transferring funds between deposit accounts; transferring funds from a deposit account to make a payment on a loan account; or transferring an advance from a line of credit to a deposit account. You may not make transfers out of a retirement, CD, or sweep investment 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) *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. The Bank may delay sending the funds to the receiving account in its discretion for security purposes.

(iii) *Editing or Canceling Funds Transfers* – Internal transfers may not be canceled.

(iv) *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

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

3. Bill Payment Service

(i) Generally. You may use the online or mobile bill payment service (the “Bill Payment Service”) to 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.

4. Stop Payments

You may use the Services to initiate a stop payment request on a check you have issued. Each stop payment request is subject to the stop payment terms and conditions in the deposit account agreement that governs the applicable account from which the check was issued.

5. 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.

6. Electronic Statements

(i) Your deposit 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. New deposit accounts will default to paper statement delivery unless and until you elect to receive statements electronically.

(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 combination of accounts 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 has enrolled in electronic statements for a joint account, the other account owner must also use mobile or online 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.

7. Mobile Deposit

Customers using Mobile Banking Services who use the mobile banking app 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 6:00 PM 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 6:00 PM Eastern Time on any business day or on any day that is not a business day or on a day the Bank is not open 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 purposes.

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.

8. 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.

H. 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.

You agree not to make a transfer out of your account that exceeds the balance of available funds in the account or the limit of any overdraft or other line of credit tied to the account. The Bank may impose additional limits on payments, deposits, transfers or other transactions through the Services and may change those limits from time to time. We will give you notice of applicable limits as required by law. Certain current limits in effect are available at the [Schedule of Transaction Limits and Fees](#) 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 an applicable limit, 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.

I. 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 1-800-333-8000 for business accounts and 1-800-EASTERN (327-8376) for personal accounts. 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 number, or Social Security Number) to us via unsolicited email. If you receive any such request, DO NOT respond to it. Please notify us immediately. 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.

J. Schedule of Charges

We do not currently charge separate fees for Eastern Small Business Mobile & Online Banking. Regular account fees and service charges 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 and charges.

K. Account Statements

Online and mobile 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.

L. 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. More information about the report requirements and our investigation procedures is set forth in the personal deposit account agreement available at www.easternbank.com/onlinemobileterms

M. 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 Security Code 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.

For business accounts:

Telephone us at: 1-800-333-8000

Visit a branch

Or write to us at: Eastern Bank
Business Services Team
195 Market Street, EP 3-02
Lynn, Massachusetts 01901-1508

For personal accounts:

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 L 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.

N. Our Liability – *Applicable Only to Personal Accounts*

For purposes of this section of the Agreement, all funds transfers through the Services (including internal 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.

O. 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.

P. Limitation of Warranties

WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THESE DISCLAIMERS MAY NOT APPLY TO YOU.

Q. Your Ability to Stop Payment of Electronic Transactions

Your initiation of a transaction using the Services 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.

R. 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.

S. 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.

Y. 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.

U. 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 any Linked Account. 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, any agreement governing a Linked Account, or applicable law; or
3. you do not comply with any agreement governing a Linked Account or an Account is not maintained in good standing; or
4. the Company changes its line of business or its business activities from those conducted when the Agreement was entered into.

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 Linked 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 at any time. To cancel the Services, you must notify the Bank and provide the effective date to stop the Services.

For business accounts

Telephone us at: 1-800-333-8000

Visit a branch

Or write to us at: Eastern Bank

Business Services Team
195 Market Street, EP 3-02
Lynn, Massachusetts 01901-1508

For personal accounts:

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

Canceling either Online Banking Services or Mobile Banking Services will result in the cancellation of *all* Services. You cannot cancel one of these Services 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, 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.

V. Service Hours and Business Days

The Services generally will be available 24 hours per day, seven days per week, except during system maintenance, upgrades or other services. When this occurs, a message will be displayed when you sign in to the Services.

Except as otherwise provided in this Agreement, transactions entered through the Services in accordance with this Agreement will be processed on the business day they are received by the Bank. Transactions received after any applicable cutoff time or on a non-business day will be processed on the next business day.

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

Cutoff times are 9:00 PM Eastern Time for Bill Payment; 6:00 PM Eastern Time for Internal Transfers and 9:00 PM Eastern Time for Stop Payments or other times as set forth herein or made available in the Services.

W. 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 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.

X. 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 the 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 or by contacting the Bank at the address or telephone number herein. Mobile Banking Services are accessed through the Eastern Bank small business 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 responsible for protecting the hardware and software against viruses through use of a reliable virus detection product and by scanning the computer or other device 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 hardware and software, or (b)

any viruses or related problems that may be associated with the use of the Internet to access the Services.

Y. 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 the 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 herein.

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 Services 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 contacting us:

For business accounts:

Telephone us at: 1-800-333-8000

Visit a branch

Or write to us at: Eastern Bank
Business Services Team
195 Market Street, EP 3-02
Lynn, Massachusetts 01901-1508

For personal accounts:

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

Visit a branch

Or write to us at: Eastern Bank
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Fees may be charged for paper copies of certain disclosures, so please refer to the applicable fee schedule or ask about applicable fees when requesting the copy. 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 by contacting us as set forth above.

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:

For business accounts:

Telephone us at: 1-800-333-8000

Visit a branch

Or write to us at:
Eastern Bank
Business Services Team
195 Market Street, EP 3-02
Lynn, Massachusetts 01901-1508

For personal accounts:

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

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 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.

Z. 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.

AA. 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.