

# PERSONAL

## DEPOSIT ACCOUNT AGREEMENT



Effective March 2018

## Welcome!

This Agreement contains the rules for your personal accounts at Eastern Bank. This Agreement covers many of the features and services available for those accounts, such as Electronic Funds Transfer Services, Automated Teller Machines (ATMs) and Debit Cards.

### **This Agreement does not govern accounts for business purposes.**

The Bank offers certain deposit-related services (such as overdraft protection, online banking, and bill payment services) that are covered by separate agreements. Aspects of your account relationship with us not covered by the rules and regulations in this Agreement or by other agreements between you and us will be governed by our usual banking practices and by applicable law.

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# I General Rules for Deposit Accounts

## Opening Your Account

You can open an Eastern Bank personal deposit account online, by phone, in person at any Eastern Bank branch, or through any other channel we make available. When you open an account, you agree to be bound by the rules and regulations in this Personal Deposit Account Agreement. You should retain a copy of this brochure and all amendments for your records.

In this brochure, “you” and “your” refer to a customer who has an account with us for personal, family, or household purposes. “We,” “us,” and “our” refer to Eastern Bank. “This Agreement” refers to this Personal Deposit Account Agreement.

The U.S. Treasury requires financial institutions to verify their customers’ identities and obtain certifications of valid tax identification or employer identification numbers. If we do not receive such a certification within 90 calendar days of account opening, we will close the account and mail the funds to the person who opened the account.

## Deposits

You can make deposits to any of your personal deposit accounts by mail or in person at a branch office by using our deposit tickets. If you have been issued an ATM or Debit Card, you can make deposits to any of the personal accounts you can access with your Card at an ATM. If you have signed up for online or mobile banking, you may be able to make a mobile deposit using your mobile device. We may also make other deposit methods available to you for your convenience.

We have the right to supply missing endorsements on any noncash items submitted for deposit to your account and to deposit them in your account. We also have the right to limit, refuse, or return any item.

If you have a Passbook Savings Account, we request that you present your passbook for each deposit to the account, although this is not a requirement. However, we can retain a record of only a limited number of deposit transactions without entering them in your passbook. Consequently, we reserve the right to convert your account to a Statement Savings Account if you do not present your passbook within 30 calendar days after we ask you to do so in order to enter accumulated deposit transactions. Once your account is converted, it will no longer be necessary to present your passbook to make deposits or withdrawals from your account.

## Withdrawals

The rules for making withdrawals vary according to the type of account you have. Withdrawals from any of your personal deposit accounts can be made at any of our branch offices. We may also make other methods of withdrawal available to you for your convenience.

As required by federal regulations, we reserve the right to ask for 7 calendar days’ written notice before you withdraw money from an interest-bearing account.

**Checking Accounts:** If you have a Checking Account with us, you can make a withdrawal by writing a check. You may also be able to make withdrawals or transfers at ATMs or through other electronic means.

**Passbook Savings Accounts:** You can make withdrawals from any Passbook Savings Account in person by using our withdrawal slip and presenting your passbook, or by mail by sending a properly signed request and your passbook.

**Statement Savings Accounts:** You can make withdrawals from any Statement Savings Account in person or by mail by using our withdrawal slips. You may also be able to make withdrawals or transfers at ATMs or through other electronic means.

**Money Market Accounts:** You can make a withdrawal from your Money Market Account in person or by mail by using our withdrawal slips or by writing a check (Prime Liquid Assets Accounts only). You may also be able to make withdrawals or transfers at ATMs or through other electronic means.

**Limitations:** See Part III of this Agreement for information about limitations on withdrawals from your accounts.

**Checks:** You agree that we may pay checks drawn on your account that are presented to us for payment, regardless of the date of the check, including postdated checks. We may pay checks that are presented more than six (6) months after the date of the check and are not subject to a current stop payment order, but we are not obligated to do so.

We have the right to charge back your account if we have given you credit for an item that is returned to us unpaid. There will be a Return Deposited Item fee imposed for each such item.

If you use a check to withdraw money from your account, the check must be on a preprinted form that we have supplied to you or on a form that meets the Bank's check encoding standards. We will not be required to accept checks that do not meet these standards. We will not be bound by or obligated to comply with any notation or memorandum on a check unless we have agreed in advance to do so. You promise to notify us immediately if any check is not delivered or is lost or stolen. All items must be endorsed exactly as drawn. You will be liable for any losses or delays caused by nonconforming endorsements or by other marks on the back of a check that make our endorsement or any other bank's endorsement difficult to read.

### **Posting**

At the end of each business day, we process and post the transactions that have occurred on your account since the previous business day. When we "post" transactions, we "credit" (or add) deposits and "debit" (or subtract) withdrawals and fees. In general, we post items in the following order:

- Fees for reversed items
- All credits
- Most debits (other than checks and automatic withdrawals)
- Checks
- Automatic transfers
- System generated transfers

Within these general categories, items are processed according to transaction codes that are assigned by the Bank or another financial institution that initiated the transaction.

More detailed information regarding the order in which items are posted to your account is available from the Bank (see Part IX of this Agreement for how to contact us) or online at [www.easternbank.com](http://www.easternbank.com).

The order in which the Bank posts items to your account affects your available balance. You may be able to avoid overdraft fees if a deposit of available funds is posted before ATM withdrawals or Debit Card transactions that brought your account balance below zero that day. You should monitor your available balance and make sure you understand how items are posted and when deposits become available. See Part IV of this brochure for more information about funds availability.

### **No Two-Signature Requirements on Accounts**

We do not offer accounts on which two (2) or more signatures are required for a check or withdrawal. If you indicate on your checks or signature card or other account documents that more than one (1) signature is required for withdrawal, this indication is for your own internal procedures. It is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

### **Overdrafts**

The Bank offers several overdraft protection features, which are described below.

#### ***Discretionary Overdraft Coverage***

The Bank offers two discretionary forms of overdraft protection that are described below. We pay overdrafts under these features at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction even if you have asked us to do so and even if we have done so in the past. The two discretionary overdraft features we offer are Standard Overdraft Coverage and ATM/Debit Card Overdraft Coverage. Standard Overdraft Coverage is available if you do not tell the Bank that you do not want it; ATM/Debit Card Overdraft Coverage is available only if you specifically request it. We usually do not pay discretionary overdrafts that would cause your account to be overdrawn by more than \$500, but we may elect to do so. If we pay an item that overdraws your account, you will be charged and agree to pay the amount of the overdraft and all applicable Overdraft Fees as soon as we give you notice of the overdraft.

### **Standard Overdraft Coverage**

If your account is eligible, the Bank may activate its Standard Overdraft Feature for your account, although it is not required to do so. An account is eligible for this feature if the account:

- has been open for at least 30 days; and
- was brought to a positive balance within 10 calendar days of any prior overdraft; and
- has not received 75 or more overdraft fees assessed to it in any rolling 12-month period.

Under its standard overdraft feature, the Bank may authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automated bill payments

If you do not want the Bank to enable this standard overdraft feature for your account, contact the Bank in any of the ways listed in Part IX of this Agreement or speak to a representative at any branch. You can change your preference at any time by contacting the Bank with new instructions.

### **ATM/Debit Card Overdraft Coverage**

We will not authorize and pay Debit Card transactions or ATM withdrawals unless (i) Standard Overdraft Coverage is enabled for your account *and* (ii) you have expressly requested ATM/Debit Card Overdraft Coverage.

To request (or cancel) ATM/Debit Card Overdraft Coverage at any time, contact the Bank in any of the ways listed in Part IX of this Agreement, visit us online at [www.easternbank.com/optin](http://www.easternbank.com/optin), or speak to a representative at any branch.

If there is no discretionary overdraft coverage available for your account (either because you have elected not to receive it or the Bank has elected not to provide it), we are not required to permit a withdrawal from your account if there are insufficient available funds in your account or in any linked account or approved overdraft line of credit to cover the withdrawal. If we do not permit a withdrawal that would overdraw your account, you will be charged and agree to pay all applicable Non-Sufficient Funds (NSF) Return Item fees as soon as we give you notice of the overdraft.

More information about the Bank's overdraft features, including applicable limitations and fees, is available in the Bank's Overdraft Solutions Consumer Quick Guide, a copy of which can be obtained at any branch or online at [www.easternbank.com](http://www.easternbank.com).

### **Overdraft Protection – Services Available by Prior Arrangement**

We offer two forms of overdraft protection that you can request: a Cash Reserve Line of Credit and Automatic Balance Protection. If you have arranged for either of these services, any discretionary (Standard or ATM/Debit Card) coverage described above that is available for your account will be provided only after the funds available through the Cash Reserve Line of Credit or Automatic Balance Protection services have been used.

#### **Cash Reserve Line of Credit**

You may apply for a Cash Reserve Line of Credit for an eligible Checking Account. If you have a Cash Reserve Line of Credit, we will automatically lend you the amount you need to cover checks or withdrawals that would overdraw your Checking Account, up to the amount of your approved credit limit. Information about applicable interest rates, fees, terms and conditions, and applications for a Cash Reserve Line of Credit are available at our branches and online at [www.easternbank.com](http://www.easternbank.com).

#### **Automatic Balance Protection**

You may also request Automatic Balance Protection for your Checking Account. With Automatic Balance Protection, you would link another of your checking or statement savings accounts to automatically transfer the amount needed, up to the available balance in the linked account, to cover checks or withdrawals that would overdraw your Checking Account. Transfers under the Automatic Balance Protection feature count for purposes of the federal limitations on withdrawals from Statement Savings and Money Market Accounts, which are described in Part III of this Agreement. Automatic Balance Protection is available to all account holders, without credit approval. Information about applicable fees and how to request Automatic Balance Protection is available at our branches and by phone at 1-800-EASTERN (1-800-327-8376).

## **Foreign Items and Foreign Currency**

A "foreign item" is a check or other payment order that is drawn on a bank or a branch of a bank located outside the United States. A foreign item may be payable in U.S. dollars or in a foreign currency. "Foreign currency" is any currency other than United States dollars.

You agree not to write a check or other payment order on your account in any foreign currency. If we receive such a check or payment order, we are not required to process or pay it.

If you deposit a foreign item in your account, the Bank is not required to process it and may return it to you. If we do elect to process it, we will do so only for collection and you are responsible for any processing fees or charges and any loss relating to the item, including but not limited to risk of loss in transit, the risk that the item may be returned unpaid, and the risk of changes in currency exchange rates.

Foreign items are not subject to some U.S. laws and regulations. For example, foreign items are not covered by funds availability laws, and we are not required to credit your account for the amount of a foreign item until we have collected good funds for it. If the item is returned unpaid or charged back to us after we have credited your account for the item, you agree to reimburse us for the funds, and we may reverse the credit to your account or otherwise charge the amount of our loss to any account you maintain with us.

If you receive an item in foreign currency or ask us to send a payment in foreign currency, we will convert the funds from U.S. dollars to the foreign currency or from the foreign currency to U.S. dollars at a currency exchange rate that we determine in our discretion. We consider many factors in setting our currency exchange rates and our rates may differ from rates offered or used by other parties or offered or used by us under different circumstances. If we process a foreign item for collection, we use the exchange rate in effect on the date we credit the funds to your account, not the rate in effect on the date we accept the item for collection. If we reverse a credit to your account for the item at any time, we use the exchange rate in effect on the date of the reversal, not the rate we used to compute the original credit, even if this results in a loss to your account.

## **Standard of Care**

We use automated systems in the processing of checks in order to handle a high volume of items at the lowest possible cost to you.

You agree that, to the extent such systems are comparable to those used in general banking practice, their use will constitute ordinary care, and we will not be liable to you for forgeries or alterations not detected by such systems. You also agree that the exercise of ordinary care will not include detecting forgeries or alterations that could not be detected by an ordinary person acting with reasonable care.

## **Safeguarding Your Checks**

You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed, or otherwise unaccounted for.

## **Facsimile Signatures**

If your checks are signed with the use of any facsimile signature or other non-manual form of signature, you acknowledge that the use of such signature is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device for affixing such signature. Such signature will be effective as your signature regardless of whether the person affixing the signature was authorized to do so. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling the signature of an authorized signer on file with us, regardless by whom or by what means the actual or purported signature was affixed to the item.

## **Remotely Created Checks**

If you deposit a remotely created check (that is, a check that was not signed by the person on whose account it is drawn), you warrant that the person on whose account the check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

## **Liability**

You agree to hold us harmless from and against any and all claims, demands, liabilities, losses, and damages (including, without limitation, costs and expenses of litigation and reasonable attorneys' fees) arising directly or indirectly from your account, provided that we have exercised ordinary care pertaining to the matters that have given rise to any such claims, demands, liabilities, losses, or damages.

You agree that we will not be responsible and will incur no liability to you for any direct damages that you may incur as a result of our failure to perform properly, or of any delay by us in performing, our obligations regarding your account, if such failure or delay results from any cause beyond our control. You agree that we will not be responsible and will incur no liability to you for any indirect, punitive, special, or consequential damages under any circumstances.

## **Statements**

We send statements for all accounts other than Passbook Savings Accounts. Your statement will be sent or posted monthly, quarterly, or semi-annually, depending on the type of account you have and the services you use. You agree to examine all statements and any accompanying items promptly upon receipt and to notify us immediately and provide all relevant facts and documentation we reasonably request if you discover any unauthorized signatures, alterations, or other errors with your statement. Your failure to notify us promptly of any discovered errors may affect your ability to be reimbursed for any losses that you incur as a result. Unless applicable law requires a longer period of time, your statement and all identified transactions will be deemed correct and free of forgeries, alterations, or other errors if you fail to alert us otherwise within 30 calendar days after we send you the statement.

We will send your statements to the address we have for you in our records, unless you have requested and we have approved another means of delivery. If any statement is returned to us because of an incorrect or otherwise undeliverable address, we may stop sending statements to you until you provide a correct and deliverable address.

## **Stopping Payment**

The law permits you to ask us to stop payment of checks drawn on your account. Within a reasonable time before the check or other item is presented, you must tell us the exact amount of the check, the check number, the check date, and the full number of the account on which it is drawn for us to be able to stop it. You may also ask us to stop payment of electronic debits to your account by following the procedures described in Part V of this brochure, under the heading "Stopping Electronic Payments."

If the information that you give us is not correct, or if you do not give us any other reasonable information that we ask for about the check or debit, or if you do not give us the information within a reasonable time before the check or debit is presented, we will not be responsible if we are not able to stop it.

Regular stop payment orders are effective for 6 months. Extended stop payment orders are effective for 5 years. At the end of the effective period for either type of stop payment order, the order will expire unless at that time you request an additional stop payment order. You may request either an additional 6 month (regular) or 5 year (extended) stop payment order. A stop payment fee will be imposed for each regular and extended stop payment order.

We are not obligated to accept a stop payment order on any cashier's check, treasurer's check, certified check, or money order. If we agree to do so, we may first require you to post a surety bond indemnifying us for any potential damages and/or file a declaration of loss in any form we reasonably request.

## **Lost or Stolen Passbooks**

If your passbook is lost, stolen, or destroyed, we will ask you to complete a written request, in the form that we require, to pay the money in your account to you or to another account. We will not pay you the money or transfer the money into another account until we receive a request that has been properly completed and submitted by all account holders and all account holders present satisfactory identification to us. If applicable law requires that public notice be given of the loss or theft of the passbook, we will also require that adequate notice be given, at your expense, and that we receive satisfactory proof of such notice.

## **Checking Account Sub-Accounts**

All checking accounts consist of two (2) sub-accounts: a transaction sub-account and a savings sub-account. The separation of the two (2) sub-accounts is for internal purposes only, will not appear on your periodic statement and does not affect the use of your Checking Account in any way. All account rules, regulations, and disclosures (including any provisions relating to interest) apply to your Checking Account as a whole, without reference to the sub-accounts.

All transactions that you perform will be posted to your transaction sub-account. The Bank may, at its sole discretion, use the savings sub-account as a holding account for funds that exceed the amount needed to satisfy the checks, electronic fund transfers, and other debits that we estimate will be posted to your Checking Account. We will transfer funds from the savings sub-account back to the transaction sub-account periodically as needed to make funds available to pay debits to your Checking Account. If we make six (6) transfers from the savings sub-account to the transaction sub-account in any one statement period, we will transfer all funds to the transaction sub-account at the time of the sixth (6th) transfer. Use of the savings sub-account as a holding account may resume at the beginning of the next statement period.

## **Joint Accounts**

If your account has more than one owner on it, we will treat it as a joint account. Each owner is a joint account holder. One joint account holder cannot remove another from the title of the account. If any one of the joint account holders dies, his or her share of the account will pass to the remaining account holder(s). Certain retirement benefits (such as Social Security) do not pass, however, and payments made after the recipient dies may not be withdrawn by the surviving owner(s).

Each joint account holder who has a signature card on file with us may withdraw, by any method that we make available, any or all of the funds on deposit. Each joint account holder can also make deposits, close the account, enter into agreements concerning the account, and stop payment of any check. Each joint account holder guarantees the signatures of the other joint account holders and authorizes them to endorse items payable to him or her individually or jointly and to cash items or deposit them. However, we do not have to cash such items or accept them for deposit. Each joint account holder agrees to give us any missing endorsements of the other joint account holder(s) when we ask.

**Each joint account holder hereby appoints the other account holder(s) as his or her agent(s) for the purpose of requesting services relating to the account (such as ATM or Debit Cards, discretionary overdraft protection, online banking, bill payment, external transfers, and telephone access).**

If your account is a joint account, we can notify one of you and the notice will be effective for all of the account holders. Similarly, one of you can notify us and we will consider it to be notice from all of you.

## **Trust Accounts**

If you have deposited money in your own name in trust for someone else (a beneficiary), you can withdraw the money or close the account. If you die, the beneficiary or his or her legal representative can withdraw the balance. We will not release any funds, however, until all legal documents have been delivered to us.

## **Transfer of Accounts**

We do not acknowledge any assignment or pledge of your account unless the change in ownership is reflected in the account title in our records.

All accounts are nontransferable except on the records of the Bank.

## **Abandoned Property**

We are legally required to send funds from all "abandoned" accounts to the state treasurer's office. The applicable state law under which abandonment is determined (and the state to which abandoned funds are sent) is usually the state listed in the address you have specified for the account. Typically, an account is considered abandoned when there has been no customer-initiated activity for the period of years specified in the state law and no contact by the customer during that time. Since abandonment is determined based on customer-initiated activity, actions by the Bank (such as paying interest, processing automated deposits or withdrawals, or sending notices) do not keep an account from being deemed abandoned.

State abandoned property laws apply to all accounts, including checking, savings, and money market accounts, all certificates of deposit, all bank checks, official checks, and checks issued by the Bank. For certificates of deposit, an account is usually deemed abandoned if:

- no written communication is provided to the Bank by the account holder within the applicable period of years following the maturity date of the first (1st) automatic renewal of a CD that provides for automatic renewal.
- no written communication is provided to the Bank by the account holder within the applicable period of years following the maturity date of a CD that does not provide for automatic renewal.

After we turn abandoned funds over to the state, we have no further liability to you for the funds. You can usually reclaim the funds by filing an application with the appropriate state agency.

Unless prohibited by applicable law, we may charge an abandoned property fee to your account to cover our costs of sending notices, processing the account, and remitting the funds to the state. Even if the time period for abandonment has not passed, if we consider your account to be inactive, we may stop sending statements, charge your account dormant account fees, and otherwise suspend activity on your account until you contact the Bank to reactivate the account.

## **IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT**

### **Substitute Checks and Your Rights**

#### ***What is a substitute check?***

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check.

The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just as you would use the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you do have rights under other law with respect to those transactions.

#### ***What are my rights regarding substitute checks?***

In certain cases, federal law provides for a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, a Return Deposited Item fee).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to the amount of your claim or \$2,500, whichever is less (plus interest, if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund, if any (plus interest, if your account earns interest), not later than 45 calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### ***How do I make a claim for a refund?***

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please write us at Eastern Bank, Attn: Customer Service Center EP3-02, 195 Market Street, Lynn, MA 01901, or call 1-800-EASTERN (327-8376). You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) either the substitute check in question or the account statement showing that the

substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

**Your claim must include:**

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss
- An explanation of why the substitute check you received is insufficient to confirm that you have suffered a loss
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check, and the date the check was posted on your statement

## **II General Terms and Conditions Governing Accounts and Account Services**

### **If You Owe Us Money – “Set-Off”**

If you ever owe us money and it is due, we may, to the extent we have a right under the law or under an agreement with you, use the money from any of your accounts with us (including joint accounts) to pay the debt, even if withdrawing the money results in an interest penalty to you. If your joint account holder owes us money and it is due, we may also use the money from your joint account to pay the debt. The use of your funds to pay a debt owed by you or your joint account holder is referred to as our right of “set-off.”

Any garnishment or levy against your account is subject to our right of set-off within applicable laws.

### **Collection**

If we ever have to engage in any collection activities, including the filing of a lawsuit, to collect what you owe us, you will pay our reasonable expenses, including attorneys’ fees.

### **Business Days**

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

### **Notices**

Any notice we send you will be considered effective when it is delivered to you; emailed to the email address you have provided to us if you have asked us to provide notices to you electronically, or mailed, postage prepaid, to the last physical address we have for you in our records. Notice from you will be considered effective when we receive it at the address noted in Part IX of this Personal Deposit Account Agreement.

### **Closing Your Account**

Either you or we may close any of your deposit accounts or terminate any service provided in connection with an account at any time, without advance notice.

A decision by you or us to close an account or terminate a service will not affect our existing obligations to each other, including your obligation to pay any fees or charges incurred prior to termination.

### **Reporting Information**

We have the right to report information about your account or any service provided to you to any consumer reporting agency or to anyone you give our name to as a reference.

### **What Law Applies**

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 access we make available 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.

## **Evidence**

If we go to court for any reason, we can use a copy of any document to prove what you owe or that a transaction has taken place, and the copy will have the same validity as the original. We may maintain our records and produce a copy of any document by any method that accurately reproduces the original, including (but not limited to) photography, microfilm, microfiche, and optical imaging.

## **Our Right to Change This Information**

We can change these rules or any of our agreements with you at any time. If we change the rules on the frequency of compounding or crediting interest, grace periods, or minimum balance requirements, or if we change any of our fees, charges, or penalties that we are required to include in this brochure by applicable law and the change is unfavorable to you, we will send you a notice at least 30 calendar days before the change becomes effective for your account. We do not have to notify you in advance, however, if the change is necessary for security reasons or if the change is favorable to you.

During the term of a Certificate of Deposit Account, we will not change the rules on the frequency of compounding or crediting interest, the minimum balance requirements that apply to the account, or the rate of interest or annual percentage yield (unless you have been notified that the account is subject to a variable rate of interest).

If we change any of the other information that we are required to include in this brochure by applicable law, we will either send you a notice or post a notice in our main office and in all our branches.

If there is a conflict between any of the information in this brochure and something said by one of our employees, the terms of this brochure will control. You agree to this method of settling any differences.

No waiver by us of any term of our Agreement with you on any one occasion will constitute a waiver of such term on any other occasion.

## **Express Consent for Telephone Calls**

Any time you provide us with a telephone number (including for a landline, cellular, VOIP, or any other form of telephone device), you are expressly consenting that we may use that number to contact you and that we may allow service providers who assist us in providing account services to you to use that number 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. We may contact you about any account or service you have with Eastern Bank (such as with a fraud alert for a credit or debit card or a payment due notice for a loan or other credit account).

You may revoke your consent to be called by the Bank by contacting us in any of the ways listed in Section IX of this Agreement. However, certain services can be offered only if we can call you. We may close your account or terminate individual services if we do not have a current number at which we are authorized to call you.

## **III Truth in Savings Disclosures**

### **Interest Rates and Annual Percentage Yields (APYs)**

The interest rates (at which interest is paid on the principal balance) and the annual percentage yields (at which an account would earn interest over its term or, if no fixed term is applicable to the account, over a one-year (1-year) period if the stated interest rate remained in effect and all interest paid on the account was left in the account) are shown on a separate document that we provide to you at account opening. Current rates are also always available online at [www.easternbank.com](http://www.easternbank.com) or at any of our branch locations.

Interest rates and annual percentage yields may change at any time at the discretion of the Bank, except the rates for Fixed Rate certificates of deposit, which are fixed for the term of the deposit on the date of deposit. There are no limitations on the amount by which the Bank may change the rate on any account.

### **When Interest Begins to Accrue**

Generally, we begin to accrue interest on all noncash deposits (such as checks) on the day we receive credit for the deposit. On Certificates of Deposit, however, we begin to accrue interest on the day of deposit. The "day of deposit" is determined as described in the Funds Availability Policy in Part IV of this brochure.

## **Compounding and Crediting Interest**

Interest is credited (posted) and compounded (added to the principal balance on which interest is paid) monthly on all interest-bearing accounts other than Certificates of Deposit with a term of less than one (1) year. On these short-term certificates, interest is credited at maturity and not compounded.

If you close an account before the day interest is credited, the accrued interest will not be posted to the account or paid.

## **Minimum Deposit and Balance Requirements**

There are three (3) minimums that are important for each type of account:

- The minimum deposit required to open the account
- The minimum balance required to earn interest at the stated annual percentage yield
- The minimum balance required in order for the Bank to waive the monthly maintenance fee, if any is applicable to the account

You must maintain a minimum daily balance of \$10 in an interest-bearing account to earn interest on that account.

On tiered-rate accounts, the rate at which we pay interest (and, therefore, the APY) changes based on the balance of the account. The minimum balance required to qualify for each tier is disclosed on a separate document that we provide to you at account opening. Current rates are also always available online at [www.easternbank.com](http://www.easternbank.com) or at any of our branch locations.

The minimum balance required to waive a monthly maintenance fee may be a daily balance, a combined daily balance, or an average daily balance, as disclosed for each account in our Personal Deposit Account Fees disclosure.

**Daily Balance:** The “daily” balance of your account is the principal balance on which interest accrues each day. (For information about the balance on which interest accrues, see the section titled “When Interest Begins to Accrue”.)

**Average Daily Balance:** The “average daily balance” of your account is the sum of the daily balances for all the days during the statement cycle divided by the number of days in the cycle.

The minimum deposit requirements for opening an account and the minimum balance requirements to waive service charges are disclosed in our Personal Deposit Account Fees disclosure.

## **Balance Computation Method**

The Bank uses a daily balance method to compute interest on all accounts. When we use the daily balance method, we apply a periodic rate to the principal balance in the account at the end of each day.

## **Fees**

Fees that may be imposed on your account are disclosed in the Bank’s Personal Deposit Account Fees disclosure, which has been provided to you separately and is available online at [www.easternbank.com](http://www.easternbank.com) or at any branch office.

## **Limitations on Transactions**

There are no limitations on the number or the dollar amount of transactions on any account, except as described below. Transactions at ATM and POS machines may be subject to limitations on amount or frequency as described in Part VI of this brochure.

**Savings and Money Market Accounts:** Federal law imposes limitations on the number of certain types of withdrawals from your Savings and Money Market Accounts. In each monthly statement period, you may make no more than six (6) transfers and/or withdrawals by means of preauthorized, automatic telephone or computer instructions (including through online or mobile banking) or checks, when applicable. There are no limits on the number of transfers or withdrawals that you may make in person at any of our branches or at an ATM. We will impose a service charge for each transaction in excess of the legal limit. If you exceed the permitted limit repeatedly, we may convert your account to a transaction account. If we convert your account, we will tell you that we have done so.

**Certificates of Deposit:** Unless expressly permitted under the terms of the certificate, no deposits are permitted after the initial deposit except at time of renewal. Withdrawals may be subject to penalties.

## Certificates of Deposit

**Maturity Date:** The term and maturity date of a Certificate of Deposit, if any, are shown on a separate document that we have provided to you. If you are opening a Certificate of Deposit Account, the maturity date is also shown.

**Withdrawals Before Maturity:** Withdrawals made within the first 6 calendar days of deposit must be charged a minimum of 7 calendar days' simple interest on the amount withdrawn. There are penalties for withdrawals of principal before the maturity date of a Certificate of Deposit. On deposits with a term of less than 1 year, the penalty for early withdrawal is equal to 91 calendar days' interest on the amount withdrawn. On deposits with a term of 1 year or more, the penalty for early withdrawal is 182 calendar days' interest on the amount withdrawn. (Penalties may differ for Certificates of Deposit that were opened at another banking institution but have since been transferred to Eastern Bank. The original terms are grandfathered until the first renewal date following the Eastern Bank acquisition, at which time the terms of this Agreement will apply.) Early withdrawal penalties may be waived for withdrawals requested after the death of the depositor; after the depositor is declared legally incompetent to manage his or her affairs; or, on a Retirement CD, after the depositor has attained the age of 59½ or become disabled.

Interest posted to the account may be withdrawn without penalty before maturity on CDs with terms equal to or greater than 12 months. However, the annual percentage yield assumes that interest remains on deposit until maturity, so a withdrawal of interest will reduce earnings. CDs with maturities of less than 12 months accrue interest, but it is not paid until maturity. If the withdrawal is made prior to maturity the interest will not be paid.

**Renewal Policies:** Unless the depositor instructs the Bank otherwise, all automatically renewable Certificates of Deposit will be renewed automatically at maturity at then-effective interest rates if the Bank currently offers a comparable certificate. If the Bank does not currently offer a comparable certificate, the Bank will notify the depositor that the account will not be renewed automatically. There is a 10 calendar day grace period after the maturity date of an automatically renewed certificate to withdraw funds without being charged a penalty. Additional deposits made to a certificate during the grace period will begin to earn interest from the day of deposit. On certificates that do not renew automatically, interest is not paid after maturity.

## IV Funds Availability Policy

Our policy of funds availability complies with federal regulations and, in some cases, gives you availability of funds from your accounts sooner than is required by law. Making funds available for your use does not mean the deposited items have been collected and paid. In the event the deposited items are returned unpaid, we are entitled to debit your account for the amount of the returned items. If the debit creates an overdrawn balance, you agree to pay the overdrawn amount and all applicable Return Deposited Item fees as soon as we give you the notice of the overdraft.

We delay the availability of funds that you deposit by cash or check into your account as described in this Part IV. During the delay, you may not withdraw the funds in cash and we are not required to use the funds to pay checks that you have written or to satisfy any other type of debit. The length of the delay varies depending on the type of deposit.

The length of the delay is counted in business days from the day of your deposit. Business days are all days except Saturdays, Sundays, and state and federal holidays. If you make a deposit before our cutoff time on a business day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after our cutoff time or on a Saturday, Sunday, state or federal holiday, or a day we are not open, we will consider the deposit to have been made on the next business day that we are open. Generally, our cutoff time is the end of our business day. However, some of our locations have different cutoff times. The earliest cutoff time that might apply at a branch is 2:00 p.m. The earliest cutoff time that might apply to deposits at an ATM is noon. The cutoff time for mobile deposits (which are considered to be check deposits, not electronic deposits) is 8:00 p.m. Please ask if you need to know the cutoff time at the location at which you are making a deposit. All times are Eastern time.

## Immediate Availability

Funds from the following deposits will be available immediately upon receipt of the deposit:

- Electronic deposits, including wire transfers and preauthorized credits (such as Social Security benefits and payroll payments) from U.S. sources (**Note:** Mobile deposits are *check* deposits, *not* electronic deposits)
- Cash, if you make the deposit in person to one of our employees or at an Eastern Bank ATM

## Next-Day Availability

Funds from the following deposits are available on the first business day after the day of deposit:

- Cash not otherwise subject to immediate availability
- Checks that are drawn on us
- U.S. Treasury checks
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Money Orders
- Traveler's checks
- Checks deposited at an Eastern Bank ATM

If you make the deposit in person to one of our employees and use a Next-Day Availability Deposit Ticket (available in every branch on request), funds from the following deposits are also available on the first business day after the day of your deposit:

- Cashier's, certified, and teller's checks that are payable to you
- Commonwealth of Massachusetts, State of New Hampshire, and local government checks that are payable to you

## Other U.S. Check Deposits

All other checks drawn on financial institutions in the U.S. will be available on the first or second day after the day of deposit, depending on the routing number on the check. The location of the routing number is shown in the shaded boxes below:

### PERSONAL CHECK

Customer Name Address, City, State			
Pay to the Order of			
Bank Name Location			
123456789	000000000	0000	

### BUSINESS CHECK

Name of Company Address, City, State			
Pay to the Order of			
Bank Name Location			
000000000	123456789	000000000	

Some checks are marked "payable through" and have a four- or nine-digit number nearby. For these checks, use this four-digit number (or the first 4 digits of the nine-digit number), not the routing number on the bottom of the check, to determine when they will be available.

### 1. U.S. Checks – Next-Day Availability

If the first 4 digits of the routing number or the "payable through" number are any of the following, the funds will be available on the first business day after the day of deposit: 0110, 0111, 0112, 0113, 0114, 0115, 0116, 0117, 0118, 0119, 0211, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, or 2211.

### 2. U.S. Checks – Second-Day Availability

If the first 4 digits of the routing number or the "payable through" number are any number other than the numbers listed above, up to \$200 of the deposit will be available on the first business day after the day of your deposit, and the remainder of the deposit will be available on the second business day after the day of your deposit. The amount that will be available on the first business day is \$200 minus the total amount of Next-Day Availability U.S. checks you deposited on the same day (but not less than zero).

For example, if you deposit Next-Day Availability U.S. checks totaling \$100 and Second-Day Availability U.S. checks totaling \$500 on Monday, all of the Next-Day availability checks and \$100 of the Second-Day Availability checks will be available on Tuesday (for a total of \$200), and the remaining \$400 of the Second-Day Availability checks will be available on Wednesday. If you deposit Next-Day Availability U.S. checks totaling \$300 and Second-Day Availability U.S. checks totaling \$500 on Monday, all of the Next-Day availability checks will be available on Tuesday, and all of the Second-Day Availability checks will be available on Wednesday.

### **Foreign Checks and Other Deposits**

A foreign check is accepted on a collection basis, and availability generally depends on the country of origin. A foreign check is a check drawn on a bank located outside the United States or on a branch of a U.S. bank located outside the United States. Please ask if you need to know when funds will be available from deposits of foreign checks.

Electronic deposits received from or through a foreign source, if accepted by the Bank, will be available on the first business day after the day of deposit.

### **Special Provisions for New Accounts**

If you are opening a new account relationship, funds deposited in the account may be subject to certain special availability rules (described below) for the first 30 calendar days your account is open. Except as affected by these rules, the Bank's standard policy continues to apply to the account.

These rules may apply during the first 30 calendar days after your account is established:

- Electronic deposits and deposits of cash will be available on the first business day after the day of deposit.
- The first \$5,000 of certain checks\* and U.S. Postal Service money orders payable to you will be available on the next business day after the Bank receives the deposit if the deposit meets certain conditions (as described below). If the deposit of these checks (other than U.S. Treasury checks) and money orders is not made in person to one of our employees, the first \$5,000 of the deposit will not be available until the second business day after the day of deposit.
  - \* Checks subject to this rule include checks drawn on Eastern Bank as well as U.S. Treasury checks and checks drawn on a Federal Reserve Bank or Federal Home Loan Bank. If deposited with a Next-Day Availability Deposit Ticket, the following checks are also subject to this rule: cashier's, certified, and teller's checks; Commonwealth of Massachusetts checks; State of New Hampshire checks; local government checks; and traveler's checks. All checks subject to this rule must be payable to you.
- All deposits not covered by the preceding paragraph (other than foreign checks) will be available no later than the ninth business day after the day of deposit.

Your account is considered to be a "new account relationship" if any one of the owners of the account is new to the Bank. A person is new to the Bank unless, within the last 30 calendar days, he or she had an Eastern Bank deposit account that had been in existence for at least 30 calendar days.

### **Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe that a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available to you no later than 6 business days after the day of your deposit, however, longer delays may apply. Please ask if you need to be sure about when a particular deposit will be available for withdrawal.

### **Holds on Other Funds for Check Cashing**

If we cash a check for you that is drawn on another bank, we may delay your ability to withdraw a corresponding amount of funds that you have on deposit in an account with us. The funds in this account will be held for a period equal to the length of time the check would have taken to become available if it had been deposited rather than cashed.

## **V Electronic Payments, Deposits, Transfers, and Foreign Wire Transfers**

From time to time, you may authorize someone other than us (a “third party”) to transfer money electronically to your Passbook Savings Account, or to or from your Checking, Money Market or Statement Savings Account. For example, you can make an electronic payment of an amount you owe (such as a monthly mortgage payment) by authorizing a third party to transfer the payment amount from your account electronically. You can receive “electronic deposits” of amounts owed to you (such as salary payments or Social Security benefits) if you instruct the third party who pays you those amounts to deposit the payments into your account electronically.

You may also use our telephone transfer service to transfer money between any of your Statement Savings, Checking or Money Market Accounts, and make payments on your loans, mortgage, or credit lines.

### **Electronic Check Conversion**

You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or bills. Some businesses use a procedure to convert checks that are drawn on your account with us into electronic debits.

The business passes your check through a machine that captures the account routing number, check amount, and other relevant information, and then either returns the check to you or destroys it. An electronic debit for the transaction amount is then sent to us. When we receive the electronic debit, we charge it to your account immediately after the business enters the transaction. So to avoid an overdraft you must have enough available funds in your account to cover the amount of the check at the time you authorize the transaction. Since the check is not sent to us for processing, we do not have a copy of your check. You should retain the check for your records if the business returns it to you. These electronic debits are listed on your account statement and will reflect the check number if that information was provided to us by the business.

### **Which Electronic Payments, Deposits, and Telephone Transfers We Will Honor**

We will honor electronic payments, electronic check conversions (which are checks that are converted to an electronic item by the payee), and deposits if the transactions are properly presented through the ACH system or if they are properly presented by a third party with whom we have an agreement to honor them, provided that

- in the case of an electronic payment, the account from which funds are being transferred is not a Passbook or CD Savings Account and you have enough available funds in your account, free of legal restriction, to cover the payment or you have available overdraft or credit-line coverage; or
- in the case of an electronic deposit, we receive good funds and the deposit is not reversed by the third party.

We agree to transfer money between your accounts upon your telephone request, provided that

- you properly identify yourself using our current identification methods or access device; and
- you have enough available funds in the account from which you are transferring funds to cover the amount requested or you have available overdraft or credit-line coverage.

We are not required to honor other electronic payments or deposits or telephone transfers, although we may do so from time to time.

### **Limits on Electronic Payments and Telephone Transfers**

We are required by federal regulations to limit the number of certain kinds of transfers made from your Savings and Money Market Accounts to other accounts of yours or to third parties. The limit, which applies separately to each Savings and Money Market Account out of which a transfer may be made, is 6 transfers per monthly statement period. Electronic check conversions, telephone transfers, and other electronic payments described in this Part V are included in the types of transactions subject to limitation under these federal regulations.

### **Notice of Receipt of ACH Items**

Under the operating rules of the National Automated Clearing House Association (NACHA) that are applicable to ACH transactions involving your account, we are not required to give next-day notice

to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you. NACHA requires receiving depository institutions to perform additional handling of electronic deposits or electronic payments originated from or through another country, which may cause posting delays.

### **Provisional Payment**

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

### **Periodic Statements**

You will receive an account statement for each monthly statement period during which there is an electronic payment or deposit or a telephone transfer involving your account. Otherwise, you will receive an account statement at least quarterly, unless your account is a Passbook Savings Account. You will not receive a statement for any Passbook Savings Account or Passbook CD.

### **Liability for Unauthorized Electronic Payments or Telephone Transfers**

You will be liable for unauthorized electronic payments or telephone transfers from your deposit account to the extent allowed by applicable federal and state laws and this Agreement.

Tell us immediately if you believe that any access device you use to authorize electronic payments or telephone transfers has been lost, stolen, or used without your permission. An access device means a card, code, or other means of access to your account, or any combination thereof, that may be used by you to initiate electronic fund transfers. Contacting us by telephone is the best way to limit your possible losses. Our contact information is found at the end of this Personal Deposit Account Agreement under "How to Contact Us" in Part IX, "Consumer Protection Information."

If someone uses your access device without your permission for a transaction from which you receive no benefit, and you have not yet notified us of the loss or theft of your access device, you could lose the amount of the unauthorized transaction or \$50, whichever is less.

You should tell us immediately if your statement shows transfers that you did not make. If you do not tell us within 60 calendar days after the statement was sent to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If extenuating circumstances (such as a long trip or hospital stay) kept you from telling us, we may, at our discretion, reasonably extend the time period beyond 60 calendar days.

### **Stopping Electronic Payments**

You may ask us to stop and return a single payment item or any preauthorized recurring electronic payments to be automatically deducted from your account by a third party. You can stop these payments if you notify us in time for us to receive your request 3 business days or more before the electronic payment is scheduled to be made. We may accept stop payment requests after this 3 business day limit, but we are not required to do so by law or under this agreement. If you call, we may also require you to put your request in writing and to get it to us within 14 calendar days after you call. If you do not provide sufficient information to identify the transaction, we might not be able to fulfill the request to stop the electronic payment(s). You will be charged our standard charge for stop payment orders.

If you ask us to stop payment of a single payment item, the request will apply only to the specific item you identify. Other payments to the same payee will not be stopped; even the specific item you identified will not be stopped after the stop payment order has expired. See the information in Part I of this brochure regarding the expiration of stop payment orders.

If you intend to discontinue accepting all items for any preauthorized recurring electronic payment, it is necessary to revoke these transactions by notifying the originator to discontinue the item(s) from being processed. If an item is presented after revocation you must complete and sign the Unauthorized/Improper ACH Activity form.

Except as provided above, your initiation of certain electronic funds transfers from your account will effectively eliminate your ability to stop payment of the transfer.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS, INCLUDING POS TRANSACTIONS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

**Liability for Failure to Stop Payment of Preauthorized Transfer or Electronic Payments**

If you order us to stop one of these payments and provide accurate payment information 3 business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

**Notice of Varying Payment Amounts**

If you arrange with a third party for periodic electronic payments from your account that vary in amount, the third party is required by regulation to tell you, 10 calendar days before each electronic payment is scheduled to occur, when the electronic payment will be made and how much it will be. You may choose instead to get this notice only when the electronic payment would differ by more than a certain amount from the previous one, or when the amount would fall outside certain limits that you set.

**Proof of Transfer**

Any documentation provided to you that indicates that an electronic fund transfer transaction was made shall be admissible as evidence of the transaction and shall constitute prima facie proof that the transaction occurred.

**Transactions That We Do Not Complete**

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

- 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 option you chose and attached to the account
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If a technical malfunction exists on the transaction date
- If funds are subject to a legal process or other encumbrance restricting such transfer
- If any other specific exceptions stated in this Agreement are applicable

See the section titled "Which Electronic Payments, Deposits, and Telephone Transfers We Will Honor" in this Part V for certain circumstances under which we do not agree to complete transfers.

**Disclosure of Information About Your Account**

In order to protect your privacy, we will not disclose any information about your account to any third party, except in the following situations:

- Where the other person is a party to the transfer, or where it is necessary for completing the transfer
- Where the other person is authorized by law to have access to our records in the course of his or her official duties
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a court order or lawful subpoena
- To an auditor, attorney, or collection agent for the Bank
- To a Bank service provider for the purpose of servicing your account
- If you give us your written permission (provided that such permission shall expire after 45 calendar days)

If any other disclosure is made, we must inform you within 3 calendar days after we discover that it has occurred.

### **In Case of Errors or Questions About Your Electronic Transfers**

Telephone or write to us at the telephone number or address listed under “How to Contact Us” in Part IX of this Personal Deposit Account Agreement if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 calendar days after we sent you the FIRST statement on which the problem 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 date of the suspected error.

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

We determine whether an error occurred within 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 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we might not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days of completing our investigation. If we determine that there was no error, we will send you a written explanation and debit the amount of the provisional credit. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our photocopying costs, ask for copies of the documents that we used in our investigation. 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 5 business days after the notification.

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

### **In Case of Errors or Questions About Foreign Electronic Funds (Remittance) Transfers**

This notice applies to problems with remittance transfers that are covered by the error resolution process under federal law. “Remittance transfers” are electronic funds transfers of more than \$15 that you instruct us to make primarily for personal, family, or household purposes and that are to be received by a payee outside the United States. Subject to certain limitations, the following errors and problems are generally covered:

- The wrong amount was charged to your account.
- The beneficiary received the wrong amount.
- The beneficiary did not receive the funds.
- The funds were not available to the beneficiary by the date of availability we disclosed to you.

### ***What to Do if You Think There Has Been an Error or Problem***

If you think there has been an error or problem with a remittance transfer that you have sent through the Bank, visit one of our branches or contact us at the phone number, address, or email address listed under “How to Contact Us” in Part IX of this Agreement. You must contact us within 180 calendar days of the date we promised you that funds would be available to the recipient. When you contact us, please tell us the following:

1. Your name, address, and telephone number
2. The error or problem with the transfer and why you believe it is an error or problem
3. The name of the person receiving the funds and, if you know it, his or her telephone number or address
4. The dollar amount of the transfer
5. The confirmation code or number of the transaction

We will determine whether an error occurred within 90 calendar days after you contact us and we will correct any error promptly. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

### ***What to Do if You Want to Cancel a Foreign Wire (Remittance) Transfer***

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at the phone number or email address in Part IX of this document within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and the location where the funds were sent. We will refund your money within 3 business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

## **VI Automated Teller Machine, Debit Card, and Point-of-Sale (POS) Transactions**

This section explains how to use your Eastern Bank ATM or Eastern Bank Debit Card and sets forth your rights and responsibilities with respect to those cards. The term "Card" is used to refer to both types of cards.

### **Use of the Card**

- The Eastern Bank ATM Card can be used only at ATMs.
- The Eastern Bank Debit Card can be used at ATMs and for PIN and Non-PIN point-of-sale transactions.
- When you request a Card, you should inform us of the accounts you want to access via the Card.
- ATM access can be requested for Checking, Statement Savings, and Money Market Accounts ("Designated Accounts"). One of the Designated Accounts must be identified as your primary account ("Primary Account"). If you are requesting a Debit Card, the Primary Account must be a Checking Account.
- When you request a Card, you will select or be assigned a personal identification number (PIN) to be used for ATM transactions. Debit Cards must use the same PIN for both ATM and point-of-sale transactions.

### **ATMs**

You may use your Card at the following ATMs:

- All ATMs in our branch offices or with the name "Eastern Bank" on them ("Bank" ATMs)
- Other ATMs that participate in the same networks as Eastern Bank ("Non-Bank" ATMs)

The types of transactions you can perform at an ATM will depend on the ATM that you are using. You can perform all of the following types of transactions at most Bank ATMs, but some of these transactions may not be available at Non-Bank ATMs.

- Cash withdrawals
- Transfers among designated accounts
- Balance inquiries

Balances available through the ATM are updated once each business day; as a result, they may not show some of the most recent transactions on your account.

- Deposit and cash back

You may use your Bank Card to deposit funds into a Designated Account and, once each day, immediately withdraw up to \$100 of those funds as long as the balance of available funds in the account before the deposit was not less than zero and we have not restricted access to the account for any reason.

## Point-of-Sale Transactions

There are two types of POS transactions:

- PIN transactions  
PIN transactions are transactions made at a merchant with your Debit Card when you enter your PIN. PIN purchases can be made at merchants displaying the NYCE® logo.
- Non-PIN Transactions  
Non-PIN transactions are transactions made at a merchant with your Debit Card in which you do not enter your PIN. When in person, you may be required to sign a receipt to conduct a Non-PIN transaction. Non-PIN purchases can be made at merchants displaying the MasterCard® logo.

Typically, a POS transaction for which you enter a PIN will be processed on a PIN-based network and a POS transaction for which you sign a receipt will be processed on a signature-based network. However, in some cases, merchants may use PIN-based networks for signature transactions and signature-based networks for PIN transactions.

ATM and POS transactions are debited from your daily limits and your available balance based on the authorization request received from the merchant and the final amount is posted to your account when the transaction has cleared.

## Limits on ATM and POS Transactions

Our standard overdraft practices apply to ATM and POS transactions as stated in “Overdrafts” in Part I, “General Rules for Deposit Accounts.”

In addition, the following daily transaction and dollar limits apply (when a limitation is indicated by a dollar amount and a number (such as \$2,500 | 15), whichever limit is achieved first controls):

### **Eastern Bank ATM Card**

- 3 ATM withdrawals per calendar day, up to a total amount of \$500

### **Eastern Bank Debit MasterCard®**

Total limit per calendar day: \$2,500 | 15 transactions, which may include any combination of:

- Debit Card purchases: \$2,500 | 15 transactions
- ATM withdrawals: \$750 | 5 transactions  
(surcharge fees imposed at a non-Eastern Bank ATM count against the ATM withdrawal limit)
- Cash advance: \$500 | 15 transactions

### **Eastern Bank Premium Debit MasterCard®**

Total limit per calendar day: \$3,000 | 15 transactions, which may include any combination of:

- Debit Card purchases: \$3,000 | 15 transactions
- ATM withdrawals: \$1,000 | 5 transactions  
(surcharge fees imposed at a non-Eastern Bank ATM count against the ATM withdrawal limit)
- Cash advance: \$500 | 15 transactions

You have the right under applicable law to request that we limit the amount of cash withdrawals that may be made at an ATM with your Card to \$50 per calendar day.

Eastern Bank reserves the right to temporarily reduce limits on debit cards as needed in certain geographical areas or where the Bank has received notice that fraud is occurring.

## Stopping POS Transactions

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS, INCLUDING POS TRANSACTIONS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

## Fees

See the Bank's Personal Deposit Account Fees disclosure for account maintenance charges and fees for ATM and POS transactions.

## **Currency Conversion and International Transactions**

If you effect a transaction with your ATM or Debit Card in a currency other than U.S. dollars, MasterCard® will convert the amount of the transaction in foreign currency to a U.S. dollar amount. To make this conversion, MasterCard will use the procedure set forth in its operating regulations. Those regulations provide that MasterCard may make the conversion to U.S. dollars using either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. In either case, the rate used will be the rate in effect on the day MasterCard processes the transaction, which may differ from the rate in effect on the date the transaction occurred or when it posted to the account. You agree that your account will be charged the U.S. dollar amount converted from a foreign currency as provided in this paragraph. You will be charged a MasterCard® International Assessment Fee for each foreign transaction made by you with your ATM or Debit Card (i.e., any transaction made in a foreign currency or with a foreign merchant or bank), as disclosed in the Personal Deposit Account Fees.

## **Receipts and Account Statements**

You will receive a receipt for transactions made with your Bank Card, if you so choose. However, receipts are not required to be provided for transactions of \$15 or less. You will also receive an account statement for each monthly period during which there is an ATM or POS transaction involving your account, unless the statements are returned because of an incorrect address. Otherwise, you will receive an account statement at least quarterly. If you are not receiving statements regularly, you may contact us at 1-800-EASTERN (327-8376).

## **Proof of Transfer**

Any documentation provided to you that indicates that an electronic fund transfer transaction was made shall be admissible as evidence of the transaction and shall constitute prima facie proof that the transaction occurred.

## **In Case of Errors or Questions About Your ATM and POS Transactions**

Telephone or write to us promptly at the telephone number or address listed under "How to Contact Us" in Part IX of this Personal Deposit Account Agreement if you think your statement or transaction slip is wrong, or if you need more information about an ATM or POS transaction listed on the statement or transaction slip. We must hear from you no later than 60 calendar days after we sent you 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 date of the suspected error.

If the report is made orally, we may require that you send the complaint or question in writing within 10 business days following the date you notified us. We will tell you the results of our investigation within 10 business days and will correct any error within 1 business day after a determination that an error occurred. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decide to do this, we will provisionally credit your account within 10 business days following the date you notified us, for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we determine that there was no error, we will send you a written explanation and debit the amount of the provisional credit. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our photocopying costs, ask for copies of the documents that we used in our investigation. If your question or error involves a transfer or payment to a third party, our investigation will generally be limited to a review of our own records. (These rights apply to transactions involving any deposit account. You have different rights concerning errors that only involve transactions directly to or from your overdraft line of credit.)

### **Liability for Unauthorized Transactions**

You will be liable for unauthorized use of your Card and PIN at an ATM or for POS purchases to the extent allowed by applicable federal and state laws and this Agreement.

Tell us immediately if you believe your Card and PIN, or either one of them, has been lost, stolen, or used without your permission. Telephoning is the best way to limit your possible losses.

If someone uses your Card or PIN without your permission for a transaction from which you receive no benefit, you could lose the amount of the unauthorized transaction or \$50, whichever is less. Your loss may be covered if MasterCard Zero Liability Protection applies.

Telephone or write to us at the telephone number or address listed under "How to Contact Us" in Part IX of this Personal Deposit Account Agreement.

You should tell us immediately if your statement shows transfers that you did not make. If you do not tell us within 60 calendar days after the first statement on which the error occurred was mailed to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If extenuating circumstances (such as a long trip or hospital stay) kept you from telling us, we may, at our discretion, reasonably extend the time period beyond 60 calendar days.

### **Transactions That We Do Not Complete**

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

- 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
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken
- If the ATM or POS machine was not working properly and you knew about the breakdown when you started the transaction
- If the ATM where you are making the transfer does not have enough cash
- If funds are subject to a legal process or other encumbrance restricting such transfer
- If any other specific exceptions stated in this Agreement are applicable

### **Disclosure of Information About Your Account**

In order to protect your privacy, we will not disclose any information about your account to any third party, except in the following situations:

- Where the other person is a party to the transfer, or where it is necessary for completing the transfer
- Where the other person is authorized by law to have access to our records in the course of his or her official duties
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a court order or lawful subpoena
- To an auditor, attorney, or collection agent for the Bank
- To a Bank service provider for the purpose of servicing your account
- If you give us your written permission (provided that such permission shall expire after 45 calendar days)

If any other disclosure is made, we must inform you within 3 calendar days after we discover that it has occurred.

### **Terminating This Agreement**

You can terminate this Agreement at any time by notifying us in writing and by no longer using your Bank Card and PIN. Termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Bank Card and PIN after this Agreement has been terminated.

## **Inactive Cards**

We may invalidate your Card if it has not been used at an ATM or POS terminal for an extended period of time or if the designated account(s) linked to your Card has become invalid or closed. If we invalidate your Card, the Card will no longer be accepted for any transaction. To obtain a new Card, you must reapply. We may charge a reissuance fee for the replacement Card.

## **ATM and POS Charges by Third Parties**

You may be charged a fee by the owner or operator of an ATM or POS terminal and by the network that completes the transaction. We cannot control the amount of such fees. Read posted or on-screen notices carefully to determine whether such fees will be imposed at a particular ATM or POS terminal and, if so, what the amount of the fee will be.

## **Other Terms and Disclosures**

See Part II of this brochure ("General Terms and Conditions Governing Accounts and Account Services") and Part VII (Service Charge and Fee Information) for additional information relating to ATM and POS transactions.

## **VII Service Charge and Fee Information**

You agree to pay any standard account charges that apply to your account and to pay fees and charges for such services as ATM and POS transactions, stop payment orders, certified checks, and dishonored checks. These charges may change from time to time. A list of our current charges is disclosed with the Bank's Personal Deposit Account Fees, which are available online at [www.easternbank.com](http://www.easternbank.com) or by contacting the Bank as described in Part IX of this brochure. No waiver by us of service charges on any one occasion constitutes a waiver of such charges on any other occasion.

## **VIII 18/65 Accounts**

### **Important Notice for Persons 65 Years of Age or Older or 18 Years of Age or Younger**

Massachusetts law requires a bank to make available to any individual who is (a) 18 years of age or younger or (b) 65 years of age or older one checking account and one savings account for personal, family, or household purposes on which no service, maintenance, or other similar charge will be imposed. Such accounts cannot be subject to (i) a minimum balance requirement, (ii) a charge for a deposit or withdrawal, or (iii) a fee for the basic line of checks offered by the Bank. Accounts covered by this rule may be held jointly with a spouse (regardless of age), a non-spouse joint account holder who is also eligible for an 18/65 account, or – for an account holder who is younger than 18 – a joint account holder who is over the age of majority.

Under applicable law, the Bank may assess its standard fees, as shown in its Personal Deposit Account Fees disclosure, for stop payment orders, wire transfers, certified or bank checks, money orders, deposit items returned, transactions at electronic branches and through other electronic devices, and services not directly associated with the deposit, withdrawal, or transfer of funds from the account. The Bank may also assess a reasonable fee, as determined by the Division of Banks ("Division"), against any such account when a payment order is presented against insufficient funds, regardless of whether or not the Bank pays the item. The Division has determined that, for any account covered by the law, the charge to be assessed for an insufficient funds transaction shall not exceed \$5.

Persons who are 65 years of age or older or 18 years of age or younger should contact any branch office or call 1-800-EASTERN (327-8376) to determine eligibility to have their account status changed to 18/65.

### **Notice to Customers 18 Years of Age or Younger**

When you reach the age of 19, the account(s) in your name designated under Massachusetts Law 167D, 18/65 status, will be converted to a similar product type and will become subject to the rules and fees governing such an account.

## **IX** Consumer Protection Information

### **How to Contact Us**

Telephone us at 1-800-EASTERN (327-8376) Monday through Friday between 7:00 a.m. and 8:00 p.m., or Saturday between 9:00 a.m. and 3:00 p.m.

Write to us at Customer Service Center, Eastern Bank, P.O. Box 391, Lynn, MA 01903-0491.

### **Avoiding Fraud or Scams**

Every bank must provide its customers with its own funds availability policy, which outlines its practices for making funds available after deposit for withdrawal.

However, when a bank says your funds are “available for withdrawal,” that does not mean your check has “cleared” or that the check will be paid by the bank upon which it was drawn. “Available for withdrawal” is a legal term defined by federal law and regulations, designed to provide customers with quick access to their funds. It is based on the premise that most checks are processed quickly through the payment systems and are drawn on legitimate accounts that have sufficient balances to pay the check. Unfortunately, some checks are fraudulent, counterfeit, or drawn on accounts that have been closed. This is a real concern for consumers and financial institutions, as the circulation of fraudulent checks is on the rise.

A common example of this is known as a “cashier’s check scam.” In this scam, a consumer advertising an item for sale receives what appears to be a legitimate cashier’s check from the buyer, but it is not legitimate; it is a counterfeit check. The check is made out in an amount that is more than the sale price of the item. The seller is asked to deposit the cashier’s check into the seller’s account and to wire the “excess” portion to a third party whom the seller does not know.

It may take weeks or even months for the counterfeit cashier’s check to come back to the bank unpaid, especially if the check is drawn on a bank outside the United States. These scams are also run with counterfeit money orders and U.S. Treasury checks.

There is no way for a bank to declare with certainty that a check you have deposited to your account will clear. When you are told the funds are “available for withdrawal,” that doesn’t mean the check you have deposited will be paid by the financial institution upon which it is drawn (even if it appears to be a legitimate personal, business, U.S. Treasury, bank treasurer’s, or cashier’s check).

### **Tips to Protect Yourself**

Make every attempt to accept checks only from people or entities that you know. Never accept a check or money order under any conditions that require you to deposit the item and then wire a portion of the amount to a third party whom you do not know. This is almost always a scam. Never accept a check from a lottery winning that you did not enter.

Understand that while most checks are available for withdrawal quickly, you, the depositor, are responsible for the checks and money orders you deposit. If a check that you have deposited is returned to the Bank unpaid (if the check “bounces”) and you have already withdrawn funds from your account based on that amount, the Bank has the right to obtain reimbursement from you. You are responsible for any loss.

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