

## Online Loan Payment Agreement

### A. Introduction

This Online Loan Payment Service Agreement applies to the loan payment services that permit Eastern Bank customers (consumers, sole proprietors and a limited number of other business customers) to pay their Eastern Bank loan(s) through the use of a personal computer and the internet. This Agreement supplements the terms and conditions in the loan documents that govern your loan accounts. If there is any conflict between this Agreement and the loan documents, the terms and conditions of the loan documents will prevail. You should read this Agreement carefully to understand how our Internet services and features work, as well as your rights and obligations if you use these services.

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

### B. Agreeing to this Agreement

By using the Online Loan Payment Service (the “Service”), you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and any amendments that are made from time to time. You should retain a copy of this Agreement for your records. If you are unable to print this Agreement, we will mail you a paper copy at your request. You agree that email or other electronic communications that we send you shall be treated as “writing” and shall bind each of us in the same way as a written communication.

### C. Accessing the Service

To make a loan payment using the Service, you must have an active Eastern Bank loan account. This Service may only be used for payments on Eastern Bank loan accounts and not for payments to any third parties. If you have an Eastern Bank checking account, you may use our Eastern Online Banking and Bill Payment service to make payments on your Eastern Bank loan account, as well as payments to third parties. To access the Service’s Internet site, you must use a browser with 128-bit encryption.

If you wish to use this Service on a continuing basis rather than for a single payment, you may choose to enroll in the Service (an “Enrolled User”). To become an Enrolled User, you will establish a sign-on identification code (“User ID”) and access code (“Password”). If you provide your User ID and Password to a third party, you are authorizing that party to make payments on your loan accounts. We will not be liable for and will not reimburse you for any losses that may occur as a result of the use of your User ID and Password by such authorized users or any other user who has accessed this Service with your User ID and Password unless prohibited by applicable law.

If you are an Enrolled User, we will ask for your User ID and Password each time you access the Service to safeguard your use of the Service. For your protection, you should sign off after every Online Loan Payment session. We will automatically terminate your online session if there is no activity for a period of time. In addition, we

employ safeguards, such as firewalls between our systems and the Internet, to protect your account information.

Eastern Bank reserves the right to deny you access to the Service at any time or deny access to any loan account chosen for use in the Service for any reason at any time.

## D. Using the Service

### 1. Loan Payments

(i) Generally. You may make same-day payments to your loan account or payments scheduled within 10 calendar days in the future. If you are an Enrolled User, you may also make recurring future-dated payments. If we receive your payment request prior to 6:00 p.m. Eastern Time on any business day, we will post the payment to your loan account on that day. If we receive your payment request after 6:00 p.m. Eastern Time on a business day or at any time on a day that is not a business day, we will post the payment to your loan account on the next business day. The day we make the loan payment is called the "Transaction Date."

You may make payments up to \$10,000.00. Your payment will be made electronically through the Automated Clearing House, an electronic banking network operating in the United States. Rules and regulations governing the ACH network are established by the National Automated Clearing House Association and the Federal Reserve and will apply to your payments. If you authorize a recurring payment as an Enrolled User, those payments will continue until the specified end date, unless you cancel the recurring payment.

You may schedule a future-dated payment using the Service, specifying a date on which we are to process the payment, with the limitation that this date cannot be more than 10 calendar days in the future. If the specified date is not a business day, the payment will be the next business day. Enrolled Users may make recurring payments to their loan accounts, specifying the payment amount, frequency, start date and end date.

(ii) Funding Account. When you instruct us to make a payment through the Service, you must designate a checking account from which that payment is to be made. This is called the "Funding Account". By using the Service, you agree that we have the right to obtain information regarding your Funding Account from your financial institution, as necessary, to allow us to provide the Service (for example, to resolve a payment posting problem). By designating the Funding Account, you are representing to us that you either own the Funding Account or are an authorized signer on the Funding Account for purposes of making payments through this Service.

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

When the Service receives a Payment Instruction, you authorize us to debit your Funding Account in the amount of the loan payment and any associated fees. Funds will generally be withdrawn from the Funding Account on the second business day following the Transaction Date, depending upon the agreements with the financial institution at which the Funding Account is located. The date funds are withdrawn from your Funding Account is referred to as the "Funding Date." You also authorize us to credit your Funding Account if necessary as a result of overpayments or other credits that may be due to you in connection with this Service.

If sufficient funds are not available in your Funding Account on the Funding Date, the loan payment will be cancelled and you will be responsible for any late payment related charges or fees as described in your loan documents with Eastern Bank. You will also be solely responsible for any overdraft or related fees charged by the financial institution where the Funding Account is located.

(iv) Canceling Payments. You may use the Service to cancel or edit a future-dated payment prior to 6:00 p.m. Eastern Time on the business day preceding the Transaction Date. If you need to cancel or edit a future-dated payment on the Transaction Date, you may also call 1-800-EASTERN (1-800-327-8376) during the hours of 8:00 a.m. to 5:00 p.m. Eastern Time Monday through Friday.

(v) Payment Confirmation. Confirmation of your loan payment will be sent electronically to the email address you provided either during enrollment (an Enrolled User) or as part of your Payment Instruction. If the email is returned as undeliverable, a paper confirmation will be mailed to the United States Postal Service address that you have provided to us.

## 2. New Services

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

### E. Contacting the Bank by Electronic Mail (email)

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

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

#### F. Fees

There is a \$1.50 loan payment processing fee for each payment using this Service. (Note: If you call the Bank and provide your Payment Information to a customer service representative, there is a \$10.00 loan payment processing fee for each payment.)

The loan payment processing fee is added to the amount of the loan payment and this combined amount is debited from your Funding Account and credited to Eastern Bank.

#### G. Account Statements

You will continue to receive regular account statements, depending on the type of account and nature of transactions. Online Loan Payment Service Transactions will be itemized on your regular account statements related to your Eastern Bank loan documents, as well as the deposit account statements issued by the financial institution where your Funding Account is located in accordance with its policies and procedures.

#### H. In Case of Errors or Questions

In case of errors or questions regarding your loan payments, call our Customer Service Center at 1-800-EASTERN (327-8376). You may also write to:

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

We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem appeared. We will need:

- Your name and account number.
- A description of the error and explanation of why you believe it is an error.
- The dollar amount of the suspected error and date on which it occurred.
- Statements from your Funding Account, if applicable.

If the report is made orally, we will require that you send the complaint or question in writing within ten (10) business days following the date you notified us. We will tell you the results of our investigation within ten (10) calendar days of the date you notified us and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date

you notified us. If we decide to take this additional time, we will provisionally credit your Funding Account within ten (10) calendar 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. (Note: If we do not receive your written notice of the problem within ten (10) business days of your initial contact with the Bank, we may not provisionally credit your Funding Account.)

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

#### I. Your Liability

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

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

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

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

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

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

#### J. Our Liability

If we do not complete an electronic transfer to or from your Funding Account or a payment to your loan account on time or in the correct amount according to this Agreement, we will only be liable for making the necessary adjustment transactions to correct the error, including reimbursement for any late payment or other account charges that may have been incurred and refunding the associated fees. However, there are some exceptions. We will not be liable, for instance:

1. if, through no fault of ours, you do not have enough money in your Funding Account to make the transfer or if the transfer will go over the credit limit on any

overdraft protection line attached to the Funding Account;

2. if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
3. if a technical malfunction exists on the Transaction Date or the Funding Date; or
4. if funds are subject to legal process or other encumbrance restricting such transfer; or
5. if any other specific exceptions stated in this Agreement are applicable.

Unless prohibited by applicable law, the foregoing shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits, arising in any way out of the installation, use, or maintenance of the equipment or software used to access the Service.

WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### K. Choice of Law; Evidence

This Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts.

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

#### M. Virus Protection

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

#### N. No Signature Required

You agree that we may debit or credit your Funding Account without requiring your signature and without prior notice to you.

#### O. Disclosure of Information to Third Parties

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

1. where the other person is a party to the transfer or it is necessary for completing the transfer;
2. where the other person is authorized by law to have access to our records in the

course of their official duties;

3. to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;

4. to comply with a court order or lawful subpoena;

5. to an auditor, attorney, or collection agent for the Bank;

6. to a bank service provider for the purpose of servicing your account; and

7. if you give us your written permission (provided that such permission shall expire after 45 days).

#### P. Inactivity and Termination of this Agreement

You are responsible for complying with all the terms of this Agreement and with the terms and conditions of all other disclosures governing the deposit and loan accounts that you access using the Service. We can terminate your privileges under this Agreement without notice to you if:

1. You do not pay any fee required by this Agreement when due, or

2. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We can terminate this Agreement or your use of any services under it for any other reason, provided we give you ten (10) days prior notice of our decision to do so.

(i) Enrolled Users. We may remove your accounts from the Service if you do not log on or have any transaction scheduled during any consecutive one hundred eighty (180) day period. Once your account has been deleted from the Service, you must re-enroll.

To cancel the Service, you must notify the Bank and provide the effective date to stop the Service. Any future dated or recurring transactions scheduled to be made after the effective date of termination will be cancelled. You may notify the Bank by:

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

2. Writing to:

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

#### Q. The Bank's Business Days

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

#### R. Amendments

This Agreement may be amended from time to time by the Bank. The Bank shall give you notice of any change, which notice may be provided electronically or in writing.

#### S. Special Rule for Business Customers

The Bank permits certain business customers to use this Service. For those customers, certain provisions of this Agreement do not apply. Therefore, if you are a corporation, partnership, limited liability company, sole proprietor, or other business entity:

1. the time limits and other requirements relating to our responses to your billing error notices (as described in Section H of this Agreement captioned "In Case of Errors or Questions") do not apply;

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

3. For Enrolled Users, we shall be entitled to rely on the apparent authority of any person who accesses the Service using your User ID and Password. Except as otherwise provided by law, you will indemnify the Bank and hold it harmless for any loss or expense caused by any person who accesses the Service using your User ID and Password.