

# Online and Mobile Banking Agreement

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. IT IS IMPORTANT THAT YOU READ THE ENTIRE DISPUTE RESOLUTION PROVISION CAREFULLY.**

## **A. Introduction**

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

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

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

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

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

By enrolling for or using a Service, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and any amendments that are made from time to time. You should retain a copy of this Agreement for your records. You can access a copy of the current version of this Agreement through the Services.

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

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

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

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

Your password is confidential, so you should not reveal it to anyone else. If you do disclose your username or password to a third party or allow a third party to use your device’s authentication feature, you are authorizing that

party to make transactions on your accounts. You agree that we may rely on the authority of anyone who provides your password or uses your device's authentication feature to access a Service (an "Authorized User"). We will not be liable for and will not reimburse you for any losses that may occur as a result of the use of your username and password or your device's authentication feature by such Authorized Users. You agree to tell us immediately if someone you did not authorize learns your password or is able to use your device's authentication feature. Except as otherwise provided by law, you will indemnify Eastern Bank and hold it harmless for any loss or expense caused by any person who accesses your accounts using any password or device authentication feature as described in this Agreement.

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

If there are both business and personal accounts linked to your customer record and you do not instruct us otherwise, all of the accounts will be accessible to all Authorized Users. Authorized Users will be able to view all accounts (including account balances and transactions); initiate transactions, including stop payment orders; and transfer funds from the accounts within Eastern Bank and outside of Eastern Bank. By allowing all of your accounts to be accessible through the Services, you authorize all Authorized Users to access your accounts and you authorize the Bank to permit and complete all transactions effected by an Authorized User through the Services without regard to whether the Authorized User ordering the transaction is an owner of or authorized signer on any account affected by the transaction under any other account agreement, signature card, resolution, or other documentation that applies to the affected account (collectively, the "Account Documentation"). You also release, indemnify, and agree to hold the Bank harmless from and against any claim or cause of action alleging that any transaction effected in accordance with this Agreement violates the Account Documentation or any provision of the Uniform Commercial Code or any privacy or data security law or constitutes negligence, breach of a duty of care, or breach of any other standard banking practice on the part of the Bank.

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

## **D. Alerts**

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

You may request automated alert messages by text, push notification, or email. We offer alert messages to notify you of a variety of events and circumstances and some alerts are part of a particular Service, such as Person to Person ("P2P") Payments. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction or register for a particular Service that triggers an alert.

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

Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

## 2. General Provisions for All Text Services

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

Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Eastern Bank nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

Message frequency varies based on user activity.

Sending **STOP** to 463278 will cancel text services. Sending **HELP** to 463278 will generate instructions to obtain help.

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

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

## E. Online and Mobile Banking Services

### 1. Account Information

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

(ii) You may perform self-service activities such as managing statements, placing a stop payment, viewing front and back images of certain checks, opting in to overdraft coverage for ATM and debit card transactions for personal accounts, changing your password, and updating your contact information. Transaction information can be downloaded and checks may be ordered through the Bank's Online Banking Service, but not through its Mobile Banking Service.

### 2. Funds Transfers

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

- (A) from your Eastern Bank deposit account to another Eastern Bank deposit account held in your name;
- (B) from your Eastern Bank deposit account to make a payment on your Eastern Bank loan account, including a line of credit, installment loan, or mortgage loan; and
- (C) from your Eastern Bank line of credit to your Eastern Bank deposit account.

Funds transferred to an Eastern Bank deposit account will be deemed deposited on the Transaction Date (as defined in Section 2(iii) below) and will be available after deposit in accordance with our funds availability policy.

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

(iii) *Making Funds Transfers Effective* – When you request a funds transfer, you authorize us to follow the transfer instructions and send the funds from the designated originating account to the designated recipient account. We may process the transfer as early as the day you give the instructions (or the future date for which you have scheduled the transfer), but the earliest day on which the funds will be deposited into a receiving account at another financial institution is the following business day. Standard delivery time for a transfer to an account at another financial institution (unless you arrange for next day delivery) is 3 business days, but the Bank may delay sending the funds to the receiving account in its discretion for security purposes. The day we process the transfer is called the "Transaction Date". We may refuse to act on your funds transfer instruction if there are not sufficient available funds in your originating account, including funds available through any sweep or automatic transfer

feature, on the Transaction Date.

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

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

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

### 3. Person to Person Payments (“P2P”)

(i) *General* – Eastern Bank has partnered with Zelle Network (“Zelle”) to provide a Person to Person Payment Service (“P2P Service”) that you can use to request, send or receive payments between your Eastern Bank personal account and another Zelle user by giving us the recipient’s email address or mobile phone number.

The P2P Service is intended for personal use, not business or commercial use. You agree that you will not use the P2P Service to send or receive payments in connection with a business or commercial enterprise. We reserve the right to decline your registration or terminate your use of the P2P Service if we believe that you intend to use or are using the Service for business or commercial purposes or for any unlawful purpose.

You agree that you will not use the P2P Service for tax payments, payments made pursuant to court orders (including for alimony or child support), fines, gambling debts, or payments prohibited by law.

The P2P Service uses email and text messages to notify the recipient that a transfer has been requested or initiated. You agree that, before initiating or requesting any transfer through the P2P Service, you will obtain the recipient’s consent to receive such messages. You understand and agree that any emails or text messages that we send on your behalf may include your name.

Most transfers through the P2P Service will occur within minutes, although some transfers may take longer. For example, we may need additional time to verify your identity or the identity of the person sending or receiving the money. We may also delay or block a transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment or request that you have initiated, we will notify you in accordance with your user preferences (such as email or push notification). We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the P2P Service. By using the P2P Service, you authorize your wireless operator (such as AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our or Zelle’s third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle’s privacy policy at <https://www.zellepay.com/privacy-policy> and our privacy policy at <https://www.easternbank.com/privacy-policy> for more information on how your data is treated.

Once a transfer has been initiated to or from your account, you will have no ability to stop or change it, so you should not use the P2P Service for a payment unless you are satisfied that you know the correct amount, have the correct recipient contact information, and will not need to stop the transfer. You should proofread your transfer instructions carefully to make sure there are no mistakes in the dollar amount or in the recipient’s name, email address, or mobile number. **We are not liable for any typos, keystroke, or other transaction errors in your instructions.** YOU ARE SOLELY RESPONSIBLE FOR RESOLVING ANY DISPUTE YOU MAY HAVE WITH ANOTHER ZELLE USER REGARDING A PAYMENT OBLIGATION.

(ii) *Registration for Service* – When you register for the P2P Service, you must identify your Eastern Bank personal account to or from which transfers are to be made and provide us with an email address and mobile phone number that you will use for the Service. By registering, you are authorizing the Bank to make deposits to the designated account when you receive funds through the P2P Service and to make withdrawals from the designated account when you authorize a P2P payment to someone else.

(iii) *Receiving Money* – When another person initiates a transfer to you through the P2P Service, we will deposit the funds to your designated account. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

(iv) *Sending Money* – You may send money to another Zelle user at your own initiation or in response to that user's request for money. See Section F, below, regarding limits on payment transactions.

If you attempt to send money to someone who has not registered as a Zelle user, a payment notification will be sent to the intended recipient. If the recipient responds to the notification by registering, the transfer will usually be completed within two (2) days from the day the intended recipient registers. If the recipient does not register promptly, the transfer may not occur.

We have no control over or liability for the actions of other Zelle users or other financial institutions that could delay or prevent your money from being delivered to the intended recipient.

(v) *Requesting Money* – You may request money from another Zelle user. Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money from other users by sending a payment request. If a user ignores your request, we may, but are not required to, send a reminder or repeat request to that user.

You agree that you will not use the Service to engage in the business of debt collection, to request money that is owed to another person, or to collect any amounts that are owed pursuant to a court order. You agree to send requests only for legitimate and lawful purposes. We reserve the right, but have no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

You may receive requests through the P2P Service for transfers from other Zelle users. You may authorize, reject, or ignore such requests. If you authorize the request, a transfer will be made from your designated account to the Zelle user who made the request.

Requests for money are solely between the sender and recipient and are not reviewed or verified by us. Neither we nor *Zelle* assume responsibility for the accuracy or legality of such requests.

#### **4. Bill Payment Service**

(i) *Generally*. If you have an active Eastern Bank personal checking account and you have not experienced an excessive number of overdrafts in any of your Eastern Bank accounts in the last 12 months, you may use the online or mobile bill payment service (the "Bill Payment Service"). With Bill Payment Service you can schedule a bill payment for the same day, a future day, or as a recurring payment. Any payments scheduled to be processed on Saturday, Sunday, or any holiday will be processed on the next business day and will be included in the daily limit for the business day on which they are processed. The day on which we process a bill payment is called the "Send On Date".

You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make any court ordered payment, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. You can only make bill payments to payees with United States addresses.

Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or “ACH” transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account electronically; the paper check itself will not be drawn against your account. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there are insufficient available funds to allow the payment. You assume the risk of loss due to an overpayment on any payment you initiate using the Bill Payment Service.

*(ii) Funding Account.* When you instruct us to make a payment through the Bill Payment Service, you must designate an Eastern Bank checking account from which that payment is to be made. This is called the “Funding Account”. The Funding Account must be an account that is accessible through the Services. If you do not have an active Eastern Bank checking account, you may not use Bill Payment Service.

*(iii) Scheduling Payments.* In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and five (5) business days if the payment is to be made by issuing and mailing a paper check to the payee. If you are not sure whether a payment will be sent by automated clearing house transaction or paper check, you should allow at least five (5) business days before the payment due date (not including any applicable grace period). This generally allows sufficient time for the payee to receive and process the payment. The Bank is not responsible for delays in the U.S. mail or for processing delays by the payee. The Bank is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.

The Bank withdraws funds from the Funding Account on the Send On Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it. You can request that an in-process bill payment be cancelled by calling Bill Payment Technical Support at 1-888-219-8359, which is available 24 hours per day and 7 days per week. Although we will make every effort to accommodate your request to cancel an in-process transaction, we will have no liability for failing to do so.

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

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

## **5. Expedited Bill Payment**

Expedited Bill Payment allows you to make a next day bill payment to certain payees either electronically (“Expedited Electronic Bill Payment”) or by overnight check (“Expedited Bill Payment by Overnight Check”). The type of expedited payment available for each payee will be displayed on the Expedited Payment screen for the selected payee.

You are responsible for ensuring there are sufficient available funds in the Funding Account to cover the full amount of the payment when the payment is debited, which may not occur for up to two business days from the date you request the payment. See the schedule of Personal Deposit Account Fees for the insufficient funds service fees that will be charged to your Funding Account for transactions presented against insufficient funds. Stop payments cannot be placed on Expedited Bill Payments.

Expedited Electronic Bill Payments must be requested by a certain cut-off time each day. These times vary by payee and are determined by the payee. Expedited Electronic Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee’s cut-off time for the day.

Expedited Bill Payments by Overnight Check must be ordered before 7:45 pm Eastern Time. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

## **6. eBills**

eBills is a free service through which you can receive an electronic version of your bill from a participating payee. Once you sign up for eBills, the payee may stop sending you paper bills. Participating payees have an eBill indicator next to their name on the payments screen.

To sign up for the eBills service, you must first have an online account with the payee. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the payee. An email will be sent to the email address you specify to notify you when an eBill is available. eBills can be viewed in the Bill Payment area of the Services.

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

## **7. Failed or Returned Transfers**

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

## **8. Electronic Statements**

(i) Your deposit account statements may be sent electronically or by paper, depending on the Service and your preference. If you choose the "Online Delivery" option, a paper copy of the statement will no longer be provided. Once enrolled for electronic statements, you will be able to view your enrolled account statement(s) online or through your mobile device. For new deposit accounts, you will be able to view a statement online after the first account statement is produced.

(ii) *Combined Statements.* If you have a combined account statement enrolled for electronic statements and the primary account closes any time after enrollment, you will need to a) establish a new combined statement for the remaining accounts and request the Online Delivery option for the new primary account or b) request the Online Delivery option for the remaining individual accounts. If you take no action, we will resume sending paper statements for the remaining accounts.

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

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

## **9. Mobile Deposit**

Customers enrolled in the Mobile Banking Services who use the mobile banking app on their device can use the Mobile Banking Service to deposit checks to their checking, statement savings, or money market deposit account by sending a clear image of the check to the Bank using the mobile banking app ("Mobile Deposit"). Deposit accounts must be in good standing. Checks must be payable to the accountholder, drawn on a US bank, payable in US currency, and dated within 6 months of the deposit date. Checks may not be drawn on the account to which they are being deposited. All deposits made through Mobile Deposit are considered to be check deposits (not electronic deposits) and are subject to the applicable deposit account agreement. For purposes of the Bank's funds availability policy, unless you are notified otherwise, checks successfully deposited through Mobile Deposit prior to 8:00 p.m. Eastern Time on any business day will be deemed to have been received by the Bank on that

business day; checks successfully deposited on or after 8:00 p.m. Eastern Time on any business day or on any day that is not a business day are deemed to have been received by the Bank on the next business day.

When you submit a check through Mobile Deposit, you represent and warrant to the Bank that: (a) the image you are submitting accurately represents all of the information on the front and back of the check; (b) the check and all signatures and endorsements on it are accurate and genuine; (c) neither you nor anyone else has deposited or attempted to deposit the check previously to Eastern Bank (through the Mobile Banking Services, at an ATM, by mail, in person at a branch, or in any other manner) or any other depository institution; (d) neither you nor anyone else will re-deposit the check in any manner in the future (except for re-deposits of items that were returned unpaid); (e) you will store the original check securely (so that no other person will have access to it) for two weeks in case more information or a new image is needed, then you will destroy it; and (f) you will provide the original check to us on request (unless you have previously destroyed it in compliance with clause (e) above) to assist us in clearing or collecting the check, resolving third party claims, or for any other business purpose.

You are solely responsible for any image that you send us. All credits to your account for checks deposited through Mobile Deposit are provisional and the Bank may charge any item back to your account if it is rejected, returned unpaid, or reversed for any reason. Any confirmation of the deposit that the Bank sends you does not mean that the transmission was complete or error-free, does not waive any of the representations or warranties set forth above, and does not prevent the Bank from charging the item back to your account at a later date.

#### **10. Alexa**

The following terms govern your use of the Eastern Bank Skill (the "Skill") on Amazon's Alexa service ("Alexa") on any Alexa-enabled device (a "Device"). These terms apply in addition to, and are not intended to replace, any other terms or agreement that may apply to your account or the use of the Skill. Your use of the Skill constitutes your acceptance of these terms.

(i) *Privacy and Security.* The Skill allows you to use your Device to communicate with the Bank, by voice, regarding your account(s). Your voice is only used to activate Alexa's features and is not used to authenticate you are the owner of the account. To use the Skill, you will have to speak commands and questions aloud to Alexa, and you will receive responses aloud. Any communication to the Bank via Alexa will be treated by the Bank as a communication authorized by you, and any communication from the Bank via Alexa in response to a request received from Alexa will be treated by the Bank as a communication to you.

Once you set up your Device with the Skill, you are authorizing us to provide information to the Device based on the Device's security settings. For example, the settings on your Device may allow the Device to retrieve information about your account(s) based on only verbal requests from anyone who accesses your Device, or to save information about your account(s) for easier access. It is possible that someone other than you could interact with us via the Skill, or that someone could overhear you interacting with us via the Skill and learn information about your account(s). It is also possible that Alexa (and the equipment Alexa is installed on) and/or Amazon will record your interactions with the Skill or with Alexa. Consult your agreements with Amazon to learn more about how Amazon and your Device treat those interactions. By enabling the Skill on your Device, you are responsible for how the Skill is used (including any communication to or from us from your Device). You understand that it is your obligation to utilize the Device safely and correctly.

Do not include any sensitive personal information (e.g., your account number(s), Social Security Number, date of birth, PIN, etc.) in a session with Alexa. Please note we will never ask you for, state or otherwise include, your account number(s) or other sensitive information, via Alexa or in any emails. If you receive a message that you believe could be fraudulent, please contact the Bank at 1-800-EASTERN (1-800-327-8376).

(ii) *Account Inquiries.* The Skill provides access for you to request certain information about your account(s) and about the Bank. The inquiries available are the same information you can access through the website or our mobile app. Inquiries may not be available for all account(s) that you may have with us. We reserve the right to add, discontinue or amend the type of inquiries permitted through the Skill.

Certain inquiries will require you to provide a Passcode, which you must create. This Passcode is created by you and unique to your account(s) and your use of the Skill. We will not be able to provide you with your



Passcode if you forget it. You understand that it is your responsibility to ensure that your Passcode is kept in a secure location and you do not share your Passcode.

(iii) *Release of Information to Amazon.* Your interactions with us via the Skill are subject to our Privacy Policy. By installing the Skill, you are authorizing us to perform the actions and/or share with Amazon the information communicated to us, or requested from us. In order for us to provide you with the requested information, it needs to be sent from us to Amazon and is thereafter supplied to you. For example, if you request that Alexa tell you your balance on your Eastern Bank checking account, you authorize us to release that information to Amazon.

(iv) *Accuracy.* The Bank does not guarantee the performance of Alexa or your Alexa-enabled device. The device also runs other software (e.g., Alexa and other third-party apps) that we do not have control over. It's possible that Alexa will not hear you correctly, will incorrectly translate what you said, or even say something to you different than the information we provided to Alexa. By accepting this Agreement, you understand and agree that the Bank is not responsible for inaccuracies in your interactions with the Bank via the Skill. If you have any issues or doubts about the accuracy of your interactions with the Bank via the Skill, you can still get your account details by using the Bank's other online and mobile services, contacting us at 1-800-EASTERN (1-800-327-8376) or visiting your local branch.

(v) *Contacting You.* We may seek your constructive feedback on the Skill, including problems you encounter, aspects that work well, and suggestions for improving it. You agree that the Bank may email you from time to time about your experience with the Skill. We may always, in our sole discretion, also provide you with any such communications on paper, even if you have authorized or requested electronic delivery.

(vi) *Changes or Amendments.* We may change, suspend, or discontinue the Skill, or any part of it, at any time without notice. We may amend any of these terms at our sole discretion by posting the revised terms on our website. Your continued use of the Skill after the effective date of the revised terms constitutes acceptance of the terms.

(vii) *Termination.* Your rights under these terms will automatically terminate without notice if you fail to comply with any of its terms. In case of such termination, we may immediately revoke your access to the Skill. Any provisions of these terms which by their nature should survive any termination of these terms will so survive.

(viii) *Tech Support.* We do not provide technical or any other support for the Skill. If such support is provided in exceptional circumstances, it will be provided in addition to any normal support for your account(s). You hereby agree to abide by any support rules and policies put into place. You agree that any claims that you may have with respect to the Skill and your usage of the Skill must be brought against Amazon and/or Alexa and not against us.

(ix) *Disclaimer of Warranty.* You acknowledge and agree that all use of the Skill is at your sole risk. YOU ASSUME ALL RISK FOR YOUR USE OF THE SKILL, THAT IT IS PROVIDED "AS IS", AND THAT EASTERN BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. EASTERN BANK EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EASTERN BANK, OR THROUGH OR FROM THE SKILL, WILL CREATE ANY WARRANTY OF ANY KIND.

If you do not comply with these terms, and we incur any costs, loss, claims, expenses and other liabilities which result from your non-compliance, including a resultant breach by us of our obligations to Amazon and/or Alexa, you agree to reimburse us for any such costs, loss, claims, expenses and other liabilities, including any legal costs involved with the defense of any claim brought against us due to your non-compliance with these terms. This is in addition to any other specific remedies that we have in these terms or under the law generally. We hereby exclude any liability for any direct, indirect, punitive or consequential loss or damage that you may incur in connection with your use or inability to use the Skill, Alexa and/or your account(s), including, without limitation

any damage to electronic devices, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, and any other loss or damage of any kind, whether foreseeable or not.

(x) *Trademarks.* The Bank's trademarks and graphics used in connection with the Skill are the property of the Bank. All other trademarks and graphics used are the property of their respective owners.

## **11. New Services**

New online and mobile banking services may be introduced periodically. By using these services as they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## **F. Limits on Transactions**

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

The Bank may impose limits on the dollar amount of (i) payments, including expedited payments, made with the Bill Payment Service; (ii) deposits through Mobile Deposit; (iii) funds transfers outside of Eastern Bank; and (iv) payments made through the P2P Service, and may change those limits from time to time. The limits in effect as of the most recent update to this Agreement are shown in the Schedule of Transaction Limits attached at the end of this Agreement. Information regarding current limits specifically applicable to your accounts is available in the Online Banking Services and Mobile Banking Services. If you submit a transaction through a Service that exceeds applicable limits, the Bank may, but is not obligated to, post the transaction to your account.

In addition to transaction limits imposed by the Bank, there are federal regulations that limit the number of certain types of transfers from your savings accounts (including money market deposit accounts). Transactions through the Services, including transfers to your other accounts, do count against the limited number of transactions on these accounts, although payments to your loan accounts with us are not counted toward the limit.

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

## **G. Contacting the Bank by Electronic Mail (email)**

If you send the Bank an email message so that the Bank receives it before 4:00 p.m. on a business day, the Bank will be deemed to have received it the same business day. Otherwise, the email message is deemed to be received the next business day. The Bank generally will acknowledge emails within 1 business day; however, we will not take actions based on your email request until we actually receive your email message and have a reasonable time period to act. For time-sensitive information, please contact the Bank at 1-800-EASTERN (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 (such as your username, password, account numbers, or Social Security Number) to us via email. If you receive any such request, DO NOT respond to it. Please notify us immediately at 1-800-EASTERN (1-800-327-8376). We may request confidential information in order to establish or maintain financial services offered by Eastern Bank, but we will do so only through secure contact forms or protected online applications.

## **H. Schedule of Charges**

The current fees for the Services are shown in the fee schedule (the "Online and Mobile Banking Fee Schedule") attached at the end of this Agreement and will also be provided by the Bank on request. Regular account fees and service charges (such as fees for insufficient funds transactions) will apply to services and transactions requested through the Services as they would apply to transactions and services effected through other means. Please read the applicable deposit account agreement and fee schedule for a listing of such fees.

## **I. Account Statements**

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

You may also view your transaction history through the Services.

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

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

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

as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- 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 of the suspected error.

If you tell us orally, we will require that you send the complaint or question in writing within 10 business days following the date you notified us.

We will 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 provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 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 decide that there was no error, we will send you a written explanation. We will also adjust the balance of your account if necessary to correct any error. If we credited your account for the amount you thought was in error and we determine that no error was made or that a smaller error was made, we will "debit" (subtract) any excess amount from your account and we will notify you of the amount of the debit. We will honor checks, drafts, preauthorized payments, and other payments to third parties for 5 business days after we send you notice of the debit, even if the correction causes the debit to overdraw your account. We will not honor third party payments if they would have overdrawn your account even if the correction had not been made. 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 usually will be limited to a review of our own records.

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

You will be liable for unauthorized transactions using the Services to the extent allowed by applicable federal and state law, this Agreement, and any other agreement applicable to the specific bank product or service affected by the unauthorized transactions.

Tell us AT ONCE if you believe that any username, password, or other access code or authentication feature you use for the Services has been lost or stolen or used without your permission. Telephoning is the best way of minimizing your possible losses.

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

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.

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

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

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

For purposes of this section of the Agreement, all funds transfers through the Services (including internal and external transfers and P2P transfers) are deemed to be “electronic transfers”.

If we do not complete an electronic transfer to or from your account on time or in the correct amount according to this Agreement, we will be liable for your resulting losses and damages to the extent required by applicable law. However, there are some exceptions. We will not be liable, for instance:

1. if, through no fault of ours, you do not have enough money in your account to make the transfer or if the transfer will go over the credit limit on any overdraft protection line attached to the account;
2. if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
3. if a technical malfunction exists on the Transaction Date or Send On Date, as applicable;
4. if the system was not working properly and you knew about the breakdown when you started the transfer;
5. if funds are subject to legal process or other encumbrance restricting such transfer; or
6. if any other specific exceptions stated in this Agreement are applicable.

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

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

**Services or, except as set forth above, out of the Services.**

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

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

**N. Limitation of Warranties**

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

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

Your initiation of Online Banking Services or Mobile Banking Services transactions from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transaction.

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

**P. Evidence**

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

**Q. No Signature Required**

When any particular payment or other Online Banking Service or Mobile Banking Service generates items to be charged to your account, you agree that we may debit your account without requiring your signature on the item and without prior notice to you.

**R. Disclosure of Information to Third Parties**

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

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

**S. Inactivity and Termination of this Agreement**

You are responsible for complying with all the terms of this Agreement and with the terms and conditions of all other disclosures governing the deposit and loan accounts that you access using the Services. We can terminate

your electronic banking privileges under this Agreement without notice to you if:

1. you do not pay a fee or other payment required by this Agreement when due, or
2. you breach any provision of this Agreement or applicable law, or
3. you do not comply with the agreements governing your deposit or loan accounts or your accounts are not maintained in good standing.

We can terminate this Agreement or your use of any Services under it for any other reason, provided we give you ten (10) days prior notice of our decision to do so. We may terminate your access to the Services or a related service without prior notice if you close all accessible accounts or you do not sign in to the Services or have any transaction scheduled through the Services during any consecutive one hundred eighty (180) day period. If your access is terminated, you must contact us to re-enroll.

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

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

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

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

If your access to the Services is terminated by you or the Bank for any reason, any future dated or recurring transactions scheduled to be made after the effective date of termination, including all funds transfers and P2P transfers, will be cancelled. We may complete processing any transactions that have begun processing before the termination date. If your access is terminated, you should contact us to change your statement delivery method to paper. Otherwise, any account for which you have elected to receive an electronic statement will continue to receive electronic statements.

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

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

#### **U. Amendments**

This Agreement may be amended from time to time by the Bank. The Bank will give you notice of any change, which notice may be provided electronically or in writing. Electronic notices may be sent to the email address you have specified. If you have a joint account or multiple Authorized Users, one notice will be effective as to all accountholders or users. Unless otherwise required by law, amendments apply to your accounts and the Services you obtain from the Bank automatically, without the need for you to agree to or accept the change in writing. If you do not agree with an amendment, you must stop using and close the account or terminate the Service affected by the change.

#### **V. Hardware and Software**

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

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

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

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

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

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

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

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

When you sign up for the Services, you agree that the Bank may (but is not obligated to) send you any disclosures, notices, and other communications relating to all accounts, products, and services available through the Services (including any ATM or debit cards that can be used to access your accounts) electronically. You also agree that we may contact you by text message, email, or by calling any telephone number you have given us to verify a transaction or to communicate other information relating to your Eastern Bank accounts, products, and services. However, you will still receive account statements in paper form unless you request electronic delivery by setting the statement delivery option as described above.

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

Even if you have consented to receive your disclosures electronically, you may request paper copies by:

1. Calling 1-800-EASTERN (1-800-327-8376) or by
2. Writing to: Eastern Bank  
Customer Service Center  
195 Market Street, EP3-02  
Lynn, Massachusetts 01901-1508

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

subsequent disclosures electronically.

*Updating Contact Information.* It is your responsibility to ensure the Bank has current and valid contact information for you on file. You may update your contact information via the Services.

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

- (a) To withdraw your consent to receive account statements electronically, change your statement delivery option through the Services to paper delivery for the applicable account(s). Before making this change, you should print or save copies of your past electronic statements, which will no longer be available online after you submit your request to change the statement delivery option to paper delivery. Upon changing your statement delivery option to paper delivery, you will begin to receive paper copies of your statements in the mail.
- (b) To withdraw your consent to receive electronic disclosures generally, call 1-800-EASTERN (1-800-327-8376) or write to:

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

There are no fees for withdrawing your consent to receive electronic disclosures. However, the Services are not available without electronic disclosures. Therefore, withdrawing your consent to receive electronic disclosures will terminate your access to all Online Banking Services and Mobile Banking Services, including funds transfers to other accounts. Any future dated or recurring transactions scheduled to be made after termination of your electronic disclosures, including all funds transfers, will be cancelled. We may complete processing any transactions that have begun processing before the termination date. Before withdrawing your consent to receive electronic disclosures, you should download and save or print copies of your electronic statements, since these will no longer be available to you after your access to the Services is terminated, and change your statement delivery option through the Services to paper delivery. Otherwise, any account for which you have elected to receive an electronic statement will continue to receive electronic statements and you will need to contact us to change your statement delivery method to paper.

## **X. Service Providers**

The Bank may delegate its obligations to provide services to you under this Agreement to one or more independent service providers. Even if it does so, the Bank will continue to be the only party who is responsible to you for the performance of this Agreement: you will have no right to enforce this Agreement against the service provider. The service providers will be third party beneficiaries of this Agreement and will be entitled to all rights and protections that are available to the Bank hereunder.

## **Y. Dispute Resolution (including Arbitration, Class Action Waiver, and Jury Trial Waiver)**

You and we agree to work in good faith to resolve between us all disputes, claims, and other controversies arising out of or relating to this Agreement, your use of the Services, or any other aspect of the relationship between us or any Related Party ("Claims"). For purposes of this Agreement, "Related Party" means our parent company, subsidiaries, affiliates, employees, officers, directors, and agents and any third party that pursues a Claim with you or on your behalf. During discussions, each party will honor the other's reasonable requests for information relating to the Claim.

If a Claim has not been settled by such discussions within thirty (30) days and is within the jurisdiction of the small claims court, either party may seek relief in small claims court.

- (i) *Arbitration* – If a Claim has not been settled by such discussions within thirty (30) days and is not pursued in



small claims court, either party may refer the Claim to arbitration before a single arbitrator at a location near you that we agree is reasonably convenient for both of us or, if we are unable to agree, at a location determined by the American Arbitration Association. Any question whether this Arbitration provision is enforceable or a Claim is subject to arbitration will be decided by the arbitrator. The arbitration, including the selection of the arbitrator, will be governed by the Consumer Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration (the "AAA Rules"). If there is a conflict between the AAA Rules and this Arbitration provision (this "Clause" or this "Arbitration Clause"), this Clause will control.

The arbitration will be conducted pursuant to the Procedures for the Resolution of Disputes through Document Submission unless the arbitrator determines that an in-person or telephone hearing is necessary.

You and we will each pay our own expenses (including attorneys' fees). The costs of arbitration will be paid in accordance with the AAA Rules. If you prevail in the arbitration, we will reimburse you for any costs of the arbitration that you paid to the AAA (but not your attorneys' fees). If we prevail in the arbitration, you are not required to reimburse us for any costs of arbitration that we paid.

To initiate arbitration proceedings, a party must send a Demand for Arbitration to the other party and submit a copy of the Demand and the filing fee to the AAA. The form of Demand, the rules regarding payment of filing fees, the ways to submit a Demand to the AAA, and other information about the AAA Rules and the arbitration process are available from the American Arbitration Association. Contact the AAA through its website at [www.adr.org](http://www.adr.org).

Any claim or defense that could be asserted in a court proceeding can be asserted in the arbitration and the arbitrator is entitled to award the same remedies that could be awarded in a court proceeding. Either party may ask the arbitrator for more information from the other party and the arbitrator shall decide such questions in his or her discretion, after allowing the other party an opportunity to object. The arbitrator is required to follow all substantive law applicable to any dispute, including, without limitation, the applicable statute of limitations, any applicable attorney-client or work-product privilege, and any other applicable privilege. The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. If the arbitrator makes an error of law, the resulting award may be appealed in court. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction.

Some rights (such as the right to obtain information prior to arbitration and the rights to appeal a decision) may be more limited in arbitration than they would be in a court proceeding.

(ii) *Right to Opt Out of Arbitration* – You have the right to opt-out of this Arbitration Clause and it will not affect any other terms and conditions of this Agreement or your relationship with us. TO OPT OUT, YOU MUST NOTIFY US IN WRITING OF YOUR INTENT TO DO SO WITHIN 30 DAYS AFTER YOU FIRST ENROLLED FOR OR USED THE SERVICES OR WITHIN 30 DAYS AFTER THE EFFECTIVE DATE OF THIS ARBITRATION CLAUSE, IF THE ARBITRATION CLAUSE WAS ADDED TO THE AGREEMENT AFTER YOU ENROLLED FOR OR FIRST USED THE SERVICES. Your opt out notice can be a letter that is signed by you that states "I elect to opt out of the Arbitration Clause in my Online and Mobile Banking Agreement with Eastern Bank" or any words to that effect. Send the notice to:

Eastern Bank  
Legal Department  
195 Market Street, EP5-10  
Lynn, Massachusetts 01901

An election to opt out applies only to Claims arising under this Agreement or, if this Agreement is not specifically identified in your notice, then to any Bank services you requested within the 30-day period before we received your notice. The Arbitration Clause will apply to any Claims between us relating to any account(s) or services for which we do not receive an opt-out notice as described in this paragraph.

(iii) *Waiver of Trial by Jury and Participation in Class Actions* – With respect to all Claims between you and the

Bank, regardless of whether the Claims are litigated in court or subject to arbitration: (1) WE BOTH WAIVE OUR RIGHT TO A JURY TRIAL and agree that the judge or arbitrator, sitting without a jury, will determine the rights and remedies of the parties with respect to all disputes, claims, or controversies between us; and (2) YOU WAIVE YOUR RIGHTS: (i) TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, either as a class representative, class member, or class opponent, (ii) TO ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION, and (iii) TO JOIN OR CONSOLIDATE CLAIM(S) INVOLVING US WITH CLAIMS INVOLVING ANY OTHER PERSON.

#### **Z. Governing Law**

Your deposit accounts, the services we provide in connection with them, and all the agreements between you and us relating to those accounts and services will be governed by federal laws and by the laws of the state in which the account was opened. An account opened online or through any other electronic 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.

## SCHEDULE OF TRANSACTION LIMITS

### Limits on Transfers Outside of Eastern Bank<sup>1</sup>

<b>Personal Accounts</b>		
	<b>3 Business Day Transfers (Standard Limits<sup>2</sup>)</b>	<b>Next Business Day Transfers<sup>3</sup></b>
<b>Inbound Limits</b>		
Per Transaction	\$3,000	\$1,500
Daily	\$3,000	\$1,500
Monthly (rolling 30-day period)	\$12,000	\$6,000
Outstanding (transfer hasn't settled)	\$12,000	\$6,000
<b>Outbound Limits</b>		
Per Transaction	\$3,000	\$1,500
Daily	\$3,000	\$1,500
Monthly (rolling 30-day period)	\$12,000	\$6,000
Outstanding (transfer hasn't settled)	\$12,000	\$6,000

<b>Business Accounts</b>		
	<b>3 Business Day Transfers (Standard Limits<sup>2</sup>)</b>	<b>Next Business Day Transfers<sup>3</sup></b>
<b>Inbound Limits</b>		
Per Transaction	\$5,000	\$2,500
Daily	\$5,000	\$2,500
Monthly (rolling 30-day period)	\$20,000	\$10,000
Outstanding (transfer hasn't settled)	\$20,000	\$10,000
<b>Outbound Limits</b>		
Per Transaction	\$5,000	\$2,500
Daily	\$5,000	\$2,500
Monthly (rolling 30-day period)	\$20,000	\$10,000
Outstanding (transfer hasn't settled)	\$20,000	\$10,000

1. Limits are at the account level. For example, if you have two personal accounts, each of which is subject to the "standard" limits, the amounts shown above are the total amount of transfers you can make from each account.
2. The Bank may offer "higher" limits equal to 1.5 times the standard limit for 3 Business Day transfers to and from accounts that meet certain performance requirements.
3. The Bank may offer Next Business Day transfers on accounts that meet certain performance requirements.

### Mobile Deposit Limits <sup>1</sup>

Daily	\$5,000
Monthly (rolling 30-day period)	\$25,000

1. Limits are at the customer level. Therefore, if you have multiple accounts, the limits shown above apply to the total of all mobile deposits to all of your eligible Eastern Bank deposit accounts.

### Bill Payment Limits

	Per Payment	Daily <sup>1</sup>
Standard Bill Payment	\$9,999.99	\$20,000
Expedited Bill Payment	\$5,000.00	

1. The daily limit applies to all bill payments, both standard and expedited. For example, if you have scheduled two standard bill payments; one for \$8,000 and the other for \$3,000, the total of any additional bill payments, standard or expedited, may not exceed \$9,000.

### P2P (Zelle) Transfer Limits from Personal Accounts

	Per Transaction	Daily
Standard (Default) Limits <sup>1</sup>	\$500	\$500

1. You may request an increase to these limits by contacting customer service.

## Online and Mobile Banking Fee Schedule

<b>Service</b>	<b>Fee</b>
<b>External Transfers</b>	
3 Business Day Transfer	Free
Next Business Day Transfer	\$2.50
<b>P2P (Zelle) Payment</b>	Free
<b>Expedited Bill Payment</b>	
Electronic (ACH) Payment	\$5.00
Overnight Check Payment	\$25.00