

**ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT**

**Main Street Bank  
81 Granger Blvd  
Marlborough, Massachusetts 01752**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Main Street Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM card (hereinafter referred to collectively as "ATM Card") or Debit card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Main Street Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

**ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

**ATM CARD SERVICES.** The services available through use of your ATM card are described below.

**ATM CARD SERVICES:**

- You may withdraw cash from your checking account(s), money market account(s), and Non Passbook Savings Acct(s).
- You may make deposits into your checking account(s), money market account(s), and Non Passbook Savings Acct(s).
- You may transfer funds between your checking and money market accounts, checking & non passbook savings, non passbook savings and money market, and if both accounts are on the same card.
- You may make balance inquiries on your checking account(s), money market account(s), and Non Passbook Savings Acct(s).
- You may make payments on consumer loans, home mortgage loans, home equity loans, and cash reserve loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

**DEBIT CARD SERVICES:**

- You may withdraw cash from your checking account(s), money market account(s), and Non Passbook Savings Acct(s).
- You may make deposits into your checking account(s), money market account(s), and Non Passbooks Savings Account(s).
- You may transfer funds between your checking and money market accounts, checking & non passbook savings, non passbook savings and money market, and if both accounts are on the same card.
- You may make balance inquiries on your checking account(s), money market account(s), and Non Passbook Savings Acct(s).
- You may make payments on consumer loans, home mortgage loans, home equity loans, and cash reserve loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.
- You may use your card at any merchant that accepts Mastercard® debit cards for the purchase of goods and services.

**ATM SERVICES.**

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM Card or Debit Card at our ATM terminals, you may access your accounts through the following network(s): NYCE, CIRRUS

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**OTHER ATM SERVICES.** In addition, you may perform the following transactions:

**DESIGNATION AND MAINTENANCE OF ACCOUNTS FOR USE OF EFT SERVICES:** You are eligible to use any of the EFT services described in this Electronic Banking Disclosure if you maintain and designate an account for use with such services. If you request a card, you may designate your other accounts for use with these services subject to the conditions set forth in this Agreement. All designated accounts are subject to our agreement, rules and regulations governing that type of account. You must maintain at least one designated primary account for use with your card. Should all of your designated accounts close, we will cease processing any card transactions, your card privileges will be retained or cancelled

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit card: Checking, Money Market or Non Passbook Savings Acct(s).

Your ATM and Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**CURRENCY CONVERSION - Mastercard®.** If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

**IMPORTANT ADDITIONAL FEE NOTICE.** MasterCard charges an International Service Assessment Fee on all international transactions. Therefore you will be charged 3.000% of the dollar amount of the transaction for each international transaction completed with your Mastercard when the country of the merchant or machine is different than your country as cardholder.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING.** You may perform the following functions through use of TELEPHONE BANKING:

- You may initiate transfers of funds between your checking and money market accounts, Checking to Non Passbook savings, and Non Passbook Savings to Money Market.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and Certificate of Deposit.
- You may make payments on consumer loans, home mortgage loans, home equity loans, and cash reserve loans that you have with us.

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and Non Passbook Savings Acct(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), money market account(s), and Non Passbook Savings Acct(s).

**SERVICES PROVIDED THROUGH USE OF MSB ON-LINE.** Main Street Bank offers its customers use of our MSB ON-LINE service.

This service permits you to perform the following transactions using your home computer: Inquires about balances and transactions, transfers between accounts at Main Street Bank, and bill-pay.

**ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

### LIMITATIONS ON TRANSACTIONS

#### **TRANSACTION LIMITATIONS - ATM CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$800.00 through use of ATMs in any one day.

#### **TRANSACTION LIMITATIONS - DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$800.00 through use of ATMs in any one day.

#### **OTHER WITHDRAWAL LIMITATIONS. DEBIT CARD**

**POINT OF SALE:** You may purchase up to \$2,500.00 worth of goods or services in any one day by use of your PIN and an additional \$2,500.00 when completing a signature based transaction.

**TOTAL DAILY LIMITS:** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$5,800.00 in any one day.

**ACCOUNT TO ACCOUNT LIMIT-** You may use your debit card to make Account to Account (A to A) transactions with a daily limit of \$800.00

#### **OTHER LIMITATIONS.**

- The number and/or dollar amount limit of Point of Sale transactions will be provided to you when you receive your card.
- You may ask us in writing to decrease your daily ATM or debit card withdrawal limit to \$50.00 per calendar day or increase your daily withdrawal limit to such higher amount as we may approve.

Any ATM or Debit card that has not had activity for 12 consecutive months will be automatically deactivated by the bank.

### NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (508)481-8300 to find out whether or not the deposit has been made.

**PASSBOOK ACCOUNTS.** If the only type of electronic fund transactions are preauthorized deposits you will not receive a statement for your Passbook account. If you bring your Passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your Passbook. You will not receive a periodic statement noting these transactions on your Passbook account.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause

your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Main Street Bank immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN via the telephone or at any Main Street Bank ATM

## **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (508)481-8300

or

write to: Main Street Bank  
Attn: EFT Department  
166 Main St.  
Marlborough, MA 01752

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (508)481-8300 (24/7)

or

write to: Main Street Bank  
Attn: ATM/Debit Department  
166 Main St.  
Marlborough, MA 01752

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us at once if you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen or used without permission or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

Your liability shall not exceed \$50.00 for any unauthorized electronic fund transfer or a series of transfers arising from a single loss or theft of your ATM Card or Debit Card or PIN or internet banking access code.

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line

of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**ILLEGAL USE OF DEBIT CARD.** You agree not to use your Debit card for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (508)481-8300

or

write to: Main Street Bank  
Attn: EFT Department  
166 Main St.  
Marlborough, MA 01752

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Main Street Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

Refer to our fee schedule for charges that may apply to your account

**YOUR RIGHT TO TERMINATE**

You have the right to terminate your use of your card, PIN or any other EFT service described in this Agreement at any time by calling us at 508-481-8300 during our normal business hours, or writing to us at:

Main Street Bank  
Attn: EFT Dept  
166 Main St.  
Marlborough, MA 01752.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Main Street Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

#### **ADDITIONAL PROVISIONS**

Please refer to Truth In Savings Disclosures for further information on accounts accessible through Electronic Fund Transfers.