



**Northern Bank & Trust Company**

**275 Mishawum Road**

**Woburn, MA 01801**

**(844) 348-8996**

## **Electronic Fund Transfer**

### **Customer Agreement**

#### **1. Types of Electronic Funds Transfer**

For purposes of this disclosure, an electronic fund transfer (“EFT”) is a transfer of funds to or from your, checking, money market, statement savings or passbook savings account. This disclosure statement applies if you are receiving preauthorized credits to your account, if you have arranged to have payments or transfers made to a third party from your account, if you make transfers between your deposit and/or loan accounts using our telephone transfer system, or if you conduct transactions with your Automated Teller Machine (ATM) card or Debit Card.

*Preauthorized Credits.* You may authorize a third party to make automatic deposits to your checking, money market, statement savings or passbook savings account (for example, Social Security payments or direct payroll deposits).

*Preauthorized Debits.* You may authorize a third party to automatically debit your checking, money market, or statement savings account.

*ATM Transactions.* You may use your ATM card to make deposits and withdrawals from your checking, money market, or statement savings account. There is a limit of \$750.00 per card each day, or your available balance whichever is smaller, for withdrawals. You may lower your daily withdrawal limit to \$50.00 by contacting Northern Bank & Trust Company (the Bank). You may also use your ATM card to check the balance(s) in your deposit account(s) and to transfer funds between your checking, money market, and statement savings accounts. Some of these services may not be available at all terminals.

*Telephone Transfers.* You may transfer funds between your checking, money market, passbook, and statement savings accounts or pay loans from these accounts using our telephone transfer system.

*Debit Card.* You may use your Debit Card at any merchant location within the United States and Canada that accepts Cards to make purchases. When your Debit Card is used to make a purchase, you are requesting us to withdraw funds from your designated checking account to pay for the purchase. You can use your Debit Card to do everything that an ATM Card can do and, in addition, to perform the functions set forth below:

- i. *Merchant Transactions.* You can use your Debit Card to pay for purchases at any merchant location that accepts cards up to your individual daily limit.
- ii. *Direct Debiting of Your Account.* When making a merchant purchase you authorize us to debit your designated account for the total amount of the transaction as shown on any sales draft or withdrawal order originated by use of your Debit Card, whether or not signed by you, and we are permitted to handle such sales draft or withdrawal orders in the same way we handle checks drawn on your designated account, with the exception that you will have no right to stop payment.
- iii. *Prior Authorization Required.* We may require the merchant or bank that honors your Debit Card to obtain prior authorization for any transaction over a certain dollar amount, which is set at our discretion and may be changed from time to time.
- iv. *Authorizations to Result in Holds on Funds in Your Account.* We reserve the right to place a hold on your designated account or any of your accounts with us based on the authorization prior to settlement (the actual posting of the transaction to your account). This could result in an overdraft if sufficient funds are not available in your account to cover both the hold and any checks or other items posting to the account.

The daily withdrawal limits using your Debit Card are the lesser of your available balance or: \$1,000.00 for point of sale pinned transactions processed as a debit, \$1,000.00 for point of sale signature-based transactions processed as a credit, and \$750.00 for ATM withdrawals. You may lower your daily withdrawal limit for your Debit Card to \$50.00 by contacting the Bank. Higher limits may be available upon request. Some of these services may not be available at all terminals.

*Electronic Check Conversions.* Some Point of Sale terminals may provide you the option of initializing a one-time automatic debit from your account by authorizing the merchant to obtain the necessary information from a check drawn on your deposit account. A check used in this way is treated as an EFT and is not negotiable in its own right. The check cannot be subsequently used and should be voided.

*Online Banking Services.* You may also access your account(s) and conduct certain EFT’s through the Internet using our e-Bank system. The terms and conditions governing Online Banking are set forth in a separate agreement. You may contact us at (844)348-8996 between 9:00am and 6:00pm, Monday through Friday (other than holidays) for more information.

## **2. Additional Limitations on Transfers and Card Transactions**

If your account is a money market account or a savings account, you may not make more than 6 transfers per statement cycle period to another account with us or to a third party by means of a preauthorized or automatic transfer, including transfers pursuant to an overdraft plan, telephone or internet banking agreement, order or instruction, or by check, Debit card or similar order made by you and payable to third parties. Preauthorized or automatic transfers pursuant to an overdraft protection plan and ATM activity are not permitted from passbook savings accounts. You may make up to six (6) transfers from your passbook savings account per calendar month to another account with us.

## **3. Contact in the Event of Unauthorized Transfers**

Tell us AT ONCE if you believe your ATM card or Debit Card, or Personal Identification Number or both, has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Call the Bank at (844)348-8996 between 9:00am and 6:00pm, Monday through Friday (other than holidays), or call **(800) 754-4128 after regular banking hours** or write to us at the address provided at the beginning of this disclosure. If your ATM card, or your code has been lost, stolen, or used without your permission, your liability will not exceed \$50.00. If your Debit Card is lost or stolen, your liability for any unauthorized use will be zero.

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

Telephone us at (844)348-8996 between the hours of 9:00am and 6:00pm, Monday through Friday (other than bank holidays) or write to us at the address provided at the beginning of this disclosure 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 days after we sent you the FIRST statement on which the problem or error appeared or the problem was FIRST reflected on your passbook.

- i. Tell us your name and account number;
- ii. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you need more information; and
- iii. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error has 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 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new account, 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. You may ask for copies of the documents that we used in our investigation, and we will provide these to you without charge. If your alleged error concerns a transfer to or from a third party, our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact the third party to pursue the matter further.

## **5. The Bank's Liability for Failure to Make Transfers**

If we do not complete a transfer to or from your account in time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- i. If through no fault of ours, you do not have enough money in your account to make the transfer.
- ii. If the transfer would go over the credit limit on your overdraft line.
- iii. If the terminal does not have enough cash to enable you to make a withdrawal.
- iv. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- v. If circumstances beyond our control (such as fire, or flood) prevent the transfer despite reasonable precautions that we may have taken.
- vi. If the funds are subject to legal process or other encumbrance restricting such transfer.
- vii. There may be other instances set forth by law or by an agreement with you in which we may not be liable.

## **6. Preauthorized Payments**

*Right to Stop Payment and Procedure for Doing So-* The initiation by you of certain EFT's from your account will, except as otherwise provided in our agreement, effectively eliminate your ability to stop payment of the transfer.

*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.*

If you have told us in advance to make regular payments out of your account and you want to stop a payment, call the Bank at (844)348-8996 from 9:00am and 6:00pm, Monday through Friday (other than holidays), or write to us at the address provided at the beginning of this disclosure in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you call us you must confirm the stop payment order within (14) days after you call by signing the stop payment authorization. There will be a charge for each stop payment you request. Please refer to the accompanying fee schedule for stop payment charges.

*Notice of Varying Amounts.* If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. However, you may choose to receive notification only when the payment would differ by more than a designated amount from the previous payment, or when the amount would fall outside certain limits that you set.

*Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **7. Right to Receive Documentation**

*Terminal Transfers-* You can get a receipt at the time you make any transfer to or from your account using an ATM or point of sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

*Preauthorized Credits-* If you have arranged to have direct deposits made to your account at least once every 60 days from the same party, you may call us at (844)348-8996 from 9:00am and 6:00pm, Monday through Friday (other than holidays) in order to determine whether or not the deposit was made.

*Periodic Statements-* If your account is a checking account or money market account, you will receive a statement every month. If your account is a statement savings account, you will receive a statement for every month in which there is an electronic transfer to or from the account, otherwise, you will receive a quarterly statement.

*Passbook Savings Account-* If you bring your passbook to us, we will record any electronic transactions that were made to your account since the last time you brought in your passbook. A statement will be received for each month in which there is an electronic transfer. Otherwise, an annual statement will be issued.

## **8. Disclosure of Account Information to Third Parties**

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

- i. where it is necessary for completing transfers; or
- ii. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- iii. to persons authorized by law in the course of their official duties; or
- iv. to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- v. in order to comply with government agency or court orders; or
- vi. to a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws; or
- vii. by your written authorization which shall automatically expire after 45 days.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

## **9. Business Days**

For purpose of these disclosures, our business days are Monday through Friday, holidays are not included.

## **10. Evidence**

Any documentation provided to you, which indicates that an electronic fund transfer was made to another person, shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

## **11. Terminating this Agreement**

If you wish to terminate this agreement, notify the Bank at the address provided at the beginning of this disclosure. If terminating this agreement involves canceling a preauthorized transfer from your account, we must receive written notification at least three business days before the payment is scheduled to be made. You must also notify the originator of any credits, charges, or transfers. If you have an ATM card or Debit Card and you no longer wish to use it, cut it in half and return it to the Bank at the address provided at the beginning of this disclosure.

We have the right to change this agreement from time to time. We will notify you at least 30 days before a change will take effect if it will cause you greater costs or liability, or if it will limit your ability to engage in electronic transfers. We do not have to notify you in

advance, however, if the change is necessary for security reasons. We have the right to terminate this agreement or any EFT service described herein at any time by giving you written notice.

## **12. Rules, Regulations, and Other Agreements**

Your account may also be governed by other agreements between you and this Bank. If any of the terms of the other agreements are in conflict with the terms of this agreement, the terms in this agreement shall be followed.

## **13. Notice**

All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. In the case of joint accounts, notice to or from one account holder will be effective for all the account holders.

## **14. Collection Expenses**

If we take legal action, such as the filing of a lawsuit, to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

## **15. Laws Applicable to the Agreement**

The laws of the Commonwealth of Massachusetts and any applicable federal laws will apply to this agreement. In the event that any provision of this agreement conflicts with any applicable law or regulation, this agreement shall be deemed to be modified to the extent necessary to comply with such law or regulation.

## **16. Illegal Use/Internet Gambling**

You agree that you will not use your ATM card, Debit Card, or account for any illegal activity or transaction. Further, you agree that you will not utilize your card or account for the purchase of any goods or services on the Internet that involve gambling of any sort. Such transactions include, but are not limited to, any quasi-cash or online gambling transaction, any electronic commerce conducted over an open network, and any betting transaction, including the purchase of lottery tickets or casino gambling chips or off-track betting or wagering. Notwithstanding the foregoing, in the event that such a charge is approved and processed, we will not be liable to you and you will be responsible for such charges.

## **17. Service Charge**

We have published a Fee Schedule that sets forth all applicable charges that we can make in connection with the use of your card or any electronic fund transfer, including any per transfer charge or account maintenance charge. Please refer to our most recently published Fee Schedule.

## **18. ATM Fees**

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

## Consumer Funds Availability

Our policy is to delay the availability of funds from your check deposits. During the delay, your funds will not be available for withdrawal.

### Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a Saturday or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Automated teller machine deposits made after 3:00PM or on a non-business day will be considered as deposited on the next business day. The length of the delay varies depending on the type of deposit and is explained below.

If you will need the funds from a deposit right away, you should ask us when the funds will become available.

### Same Day Availability

*Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposit of cash will be available on the day we receive the deposit.*

### Next-Day Availability

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

- U.S. Treasury checks that are payable to you
- Wire Transfers
- Checks drawn on Northern Bank & Trust Company

*If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:*

- State and local government checks that are payable to you if you use a special deposit slip available in all branch offices.
- Cashier's, certified, and teller's checks that are payable to you if you use a special deposit slip available in all branch offices.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

*If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.*

### Other Check Deposits

The first \$200 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

### Automated Teller Machine (ATM) Deposits

The first \$200 from a deposit of cash, and/or checks made at one of our automated teller machines will be available immediately; the remaining funds will generally be available on the second business day after the day of your deposit. However, U.S. Treasury checks payable to you, checks drawn on Northern Bank & Trust Company, and cash will be available on the next business day after the day of the deposit.

### Longer Delays May Apply

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

- We believe a check you deposited will not be paid
- You deposit checks totaling more than \$5,000.00 on one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communication equipment.

*We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.*

*Holds on Other Funds*

*If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.*

*If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.*

*Special Rules for New Accounts*

*If you are a new customer, the following special rules will apply during the first 30 days your account is open.*

*Funds from cash deposits or electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you and you may have to use a special deposit slip. The excess over \$5,000.00 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.*

*Funds from other check deposits will be available on the fifth business day after the day of your deposit.*

*Even after funds from your check deposits are available and you have withdrawn them, you are responsible if the deposited checks are returned unpaid. We may charge such checks back to your account.*

(Rev 07-12)