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## Commercial Funds Availability

### **I. Your Ability to Withdraw Funds**

Typically, our policy is to make funds from your deposits available to you on the following business day after the day of your deposit. However, the first \$200 of your deposits will be immediately available. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **II. Exception Delays for Certain Specified Reasons**

In addition, funds you deposit by check may be delayed for a longer period under the following circumstance:

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

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 5<sup>th</sup> business day after the day of your deposit.

### **III. 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 electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a days total deposits of cashier's, certified, teller's, traveler's and federal, state and local government, Federal Home Loan bank checks and U.S. Postal Money Orders may be available on 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 will be available on the 5<sup>th</sup> 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 all other check deposits will be available on the 5<sup>th</sup> business day after the day of your deposit.

### **Deposits Made at Automated Teller Machines**

If you are depositing funds (cash or checks) at an automated teller machine (ATM), the funds from your deposit will typically be made available on the following business day. All deposits are subject to review. Please refer to section I, II and III if applicable.

## Commercial Account Agreement

### 1. Account Opening

Your deposit account will be considered open once we have received and approved all required account opening documentation, assigned you an account number, and received your initial deposit. We may, at our discretion, require additional signatures or other verification documentation during your account relationship with us, if the circumstances warrant.

### 2. Right of Set-Off

If you have any debts due to us or amounts you owe us, then the Bank reserves the right of set-off, or to use funds in your deposit account to pay any debts or amounts you owe us, even if withdrawal results in an interest penalty or dishonor of subsequent checks. For joint accounts, we may exercise our rights against the entire balance to pay the individual debts of any one owner of the account. You and your joint account owners agree that the Bank may use the funds in your individual or joint accounts to satisfy obligations of the joint account. Any garnishment or other levy against your account(s) is subject to the Bank's right to set-off and any security interest that Bank may have. To the extent not prohibited by the law, the Bank may exercise its right of set-off against any deposit regardless of its source, including deposits of social security, disability or other governmental benefits normally protected from creditors' claims, and you expressly acknowledge and agree that such set-off is permissible and to waive your rights to such protections.

### 3. Expense Reimbursement

If you fail to pay any amount owed to us, then you will be liable to pay any expenses reasonably incurred by the Bank, including attorney's fees, in seeking payment of the amount owed.

You also agree to be liable to the Bank for any loss, costs, or expenses, including, without limitation, administrative costs of responding to an attachment, garnishment or other levy, and reasonable attorney's fees. This involves any fees that the Bank incurs as a result of any dispute involving your account, that causes the Bank, in good faith, to seek legal counsel. In addition, you authorize us to deduct any such loss, costs, or expenses from your account without notifying you. This obligation applies to disputes between you and the Bank involving your account and situations where the Bank becomes involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account.

### 4. Evidence of Transactions

If we institute legal action against you in connection with your account, we may introduce into evidence a copy, microfilm, or microfiche of any document evidencing a transaction under this Agreement and such copy, microfilm, or microfiche shall be deemed as valid as the original document.

### 5. Choice of Law and Choice of Venue

This Agreement, as well as the parties' rights and obligations hereunder, shall be in all respects interpreted, enforced, and governed by and under the laws of the United States and the Commonwealth of Massachusetts. Any lawsuit between the Bank and you, arising under this Agreement or otherwise, shall be brought in a court located within the Commonwealth of Massachusetts.

### 6. Notices

Any notice sent by us shall be effective when mailed to you, unless otherwise noted, at your last address on record with us. To the extent allowed by law, notices from you to us must be in writing and shall be effective when received by us, unless otherwise noted.

### 7. Examining Your Statement

To ensure your account information is accurate, we ask that you promptly review your account statements. In the event that you discover the existence of unauthorized signatures, alterations, or other transactions or charges, you must notify us within 30 days of receipt of the statement. Your failure to do so may result in your having to bear some or all of the loss with respect to the items contained in the statement.

### 8. Fees and Charges

Our Schedule of Fees, which is part of this Agreement, will be provided to you at account opening and is available at our branches. You may request a copy at any time in person or by phoning the Bank. Please note that fees and service charges are subject to change.

### 9. Endorsements

Because improper endorsements may result in a charge back of a check or delay in processing, it is important that you endorse checks correctly. All checks you cash or deposit into your account must be endorsed in the first 1.5 inches of the trailing edge of the back of the check. You may identify the “trailing edge” of a check by viewing the check from the front. The trailing edge is the left edge of the check. Your endorsement must contain your signature.

#### **10. Stale and Postdated Checks**

MutualOne Bank has the right, in our sole discretion, to pay or dishonor a check, other than a treasurer’s or other official bank check that appears to have been properly issued, presented for payment more than 6 months after its date. In addition, please note that you may not date a check with a date later than the day on which the check is written. If you do, and the check is presented for payment, then we may pay it at any time regardless of its date.

#### **11. Funds Availability Inquiries**

If you have written a check to another party, we may, at our discretion, inform the inquiring party as to whether a check in that amount cleared at that time.

#### **12. Waiver of Rights by the Bank**

We reserve the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to other customers, or to enforce any of our rights with respect to future transactions with you. Please note that any waiver is not sufficient to modify the terms and conditions of this or any other agreement.

#### **13. ACH and Wire Transfers**

This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

#### **14. Amendment**

We reserve the right to modify or amend this Agreement at any time, and we will notify you prior to any such changes that would adversely affect your account, as required by law. Any waiver of an Agreement term, or customer accommodation that is inconsistent with the terms of this Agreement, shall be deemed an amendment to this Agreement, and the terms of this Agreement shall remain in full force and effect.

### **Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006 Reg GG**

The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Dept of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act.

As defined in Regulation GG, unlawful Internet gambling means to “place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made”.

As a customer of MutualOne Bank, these restricted transactions are prohibited from being processed through your account or banking relationship with us. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

## Debit BusinessCard Disclosure

### DEBIT BUSINESSCARD AGREEMENT TERMS AND CONDITIONS

#### Introduction

This Debit BusinessCard Agreement (“Agreement”) contains contract terms and other important information relating to your Debit BusinessCard (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

#### Applicable Law

This Agreement will be governed by the laws of Massachusetts as well as the federal laws and regulations. Normal banking customs and practices also apply.

#### Definitions

Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and that the plural includes the singular. The words “we”, “our” and “us” refer to MutualOne Bank. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

#### Business Card Purpose

You and any Cardholder agree that this Card is for use by business owners and authorized signers. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes.

#### Account Requirement, Payment Responsibility, Transferability, Enforceability

The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

#### How to Use the Business Card, Security Procedure

The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. Each Cardholder must sign their Card before it may be used. As a security procedure, you agree to require both a Card and a code to be used together to obtain cash at designated ATMs. Because your Card may be used at a MasterCard® merchant without a code, as a security feature you cannot use this card until it is activated at an ATM terminal.

Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder’s rights and to promptly return the Card to us.

#### Termination and Amendments

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

#### Notices.

Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

#### Order of Payment

Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

#### Overdraft Protection

If your account has an overdraft protection line of credit feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection line of credit feature.

#### Stop Payment

You may not stop payment of Card transactions; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment of the transfer.

## **TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS**

You may use your Card and code at any Cirrus® or NYCE® terminal to:

- Check the balance in your designated accounts.
- Make withdrawals from your designated accounts.
- Make deposits or loan payments by depositing cash, check or money order along with a deposit ticket or payment coupon (only available at certain MutualOne Bank terminals).
- Make transfers to and from your designated accounts.
- Conduct other transactions as we add services and features.

Some of these services may not be available at all terminals. You also may have chosen limited access by electronic means to one or more of your accounts.

You may pay for purchases wherever Debit MasterCard® is accepted using your Debit BusinessCard.

**Limitations on Dollar Amounts of Transactions.** You may use your card at Automated Teller Machines or at Point-Of-Sale (POS) terminals to withdraw cash or purchase goods up to a maximum of \$500 per 24-hour period, per card as long as your available balance exceeds this limit.

You may also choose to have a limit lower than \$500, you need only inform us.

You may use your Debit BusinessCard to make purchases up to \$1,000 per day in addition to the ATM/POS limit listed above. Some cards may have lower limits assigned by us, due to account experience.

Our business days are Monday through Friday except holidays. Deposits and payments received through an ATM on a Sunday or federal holiday will be considered received and will be posted on the next business day.

## **CHARGES FOR ACCOUNTS, TRANSFERS, ACCOUNT MAINTENANCE AND OTHER ASSOCIATED CHARGES**

Service charges for using your Debit BusinessCard at any of our Automated Teller Machines will follow the same schedule of charges associated with all MutualOne Bank accounts. Additional charges per transaction may apply. A complete listing of all current account charges will be made available to you upon request.

## **PROCESSING OF INTERNATIONAL TRANSACTIONS**

Purchases, cash withdrawals and cash advances made in foreign countries will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the transaction amount posted to your account will be imposed on all foreign transactions, including purchases, cash withdrawals, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

A devaluation of the U.S. dollar against the foreign currency in which the transaction was made will result in a higher than expected dollar amount charged to your account. This currency differential, along with any transaction fee for the foreign exchange could result in your account becoming overdrawn.

## **DOCUMENTATION**

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our ATM terminals.

**Retain Copies for Your Records.** You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record. You should review your periodic statement for accuracy and compare your account records against your periodic statement to reconcile balances.

**Periodic Statements.** You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

## LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- You do not have enough money in your account to make the transfer.
- You have an overdraft line and the transfer would cause you to exceed your credit limit.
- An ATM does not have sufficient cash.
- A terminal or system is not working properly.
- Circumstances beyond our control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept your Card.
- An ATM rejects your Card.

There may be other limitations on our liability.

## UNAUTHORIZED TRANSFERS

**Additional Risks Associated with Use of Business Debit Cards. You do not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. You accept and agree to assume all liability associated with the unauthorized use of your Business Debit Cards.**

**Your Liability for Unauthorized Transfers.** You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. 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 your Card and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

**Contact in Event of Unauthorized Transfer.** If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

**Consequential Damages.** We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

## ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstances, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 30 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. **We will only recredit your account for errors or problems as required by law.**

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this brochure.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

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

MutualOne Bank

828 Concord Street

Framingham, MA 01701

Business Days: Monday - Friday

Excluding Federal Holidays

(508) 820-4000

## Privacy

At MutualOne Bank, we are committed to providing you with financial products and services to meet your needs. The safekeeping of personal information, and the accuracy of that information, is critical to our relationship with you. The customer information that you provide to us is used to deliver more effective and efficient service. Sharing information internally or with our business partners enables us to better understand our customers' financial needs. It is also necessary to deliver basic conveniences, such as ATM access.

We want you to be aware of our policies with respect to the disclosure of nonpublic personal information about you that we have collected from you or others in connection with the financial products and services that we provide to you. We recognize that the confidentiality of this information is extremely important to you and we hope that the information in this notice will assure you that we keep this information confidential as described herein.

We collect nonpublic personal information about you from the following sources:

1. Information we receive from you on application or other forms,
2. Information concerning your transaction with us or others, and
3. Information we receive from any consumer reporting agency.

We will not disclose any nonpublic personal information about you while you are our customer or thereafter, except (1) as required or permitted by law and (2) to non-affiliated third parties that perform marketing service on our behalf or to other financial institutions with whom we have a joint marketing agreement (which prohibits further disclosures by such non-affiliated third parties except in accordance with the law).

The information that we will share with such non-affiliated third parties includes the following:

1. Information we receive from you on applications or other forms, such as your name address, social security number, assets and income;
2. Information about your transactions with us or others, such as your account balance, transaction history, and the like.

Non-affiliated third parties and financial institutions to whom we may disclose your nonpublic personal information include the following types of third parties: insurance companies, investment advisors, and the like.

We restrict access to nonpublic personal information about you to those of our employees who need to know that information in order to provide financial products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We are available to answer any questions which you may have concerning our policies with respect to your nonpublic personal information. You may call our Customer Service Representative at (508) 820-4000.

## The Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure

This agreement contains the terms and conditions under which we will provide Online Banking Services to you. This agreement is in addition to your other agreements with us, such as your Consumer and Business Account disclosures, Truth in Savings disclosure, the fee schedules, and any credit agreements you have with us. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between you and us, this agreement will control.

Federal and Massachusetts law requires that consumers who make use of a Bank's electronic funds transfer services receive the disclosures contained in this agreement before using the service. Use of our Online services as defined below are governed by the terms and conditions established from time to time by the Bank and outlined in this Disclosure. Please read it carefully and print a copy to keep it with your records.

In this agreement, the terms "financial institution", "bank", "we", "us" and "our" refer to MutualOne Bank. The terms "you" or "your" refer to the person(s) or authorized signers on the account, authorized user (whether expressed or implied) or any individual issued a User ID and Password. If you have any questions about these services or have any technical questions about using Online Banking, please call us at (508) 820-4000 to speak with Client Services or stop by any of our branches.

### Online Banking Equipment and Technical Requirements

In order to use Online Banking, you need a Pentium-class Windows or Macintosh based PC with 256 mb of memory and an internet browser and Adobe Acrobat reader which you can get free by visiting [www.adobe.com](http://www.adobe.com). You may also access the service by utilizing an internet browser on your mobile device. You are responsible for the installation, maintenance and monitoring of your own device. We are not responsible for any errors or failures caused by any malfunction of your device and we are not responsible for any virus or related problems that may be associated with the use of your device. You are also responsible for any telephone charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

### Acceptance of This Agreement

Online Banking is available over the Internet using your password, User ID and your personal computer or mobile device to perform transactions noted in this disclosure. By clicking the "I Agree" button below you are agreeing to the terms and conditions of this agreement and disclosure and the electronic delivery of these disclosures. You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of Online Banking. You agree that the use of your Online Banking system and your password is your signature authorization for any payments or transfers. Each time you enter your User ID and password, you are authorizing us to process your request.

### Business days

For the purpose of this agreement, our business days are Monday through Friday. Holidays are not included.

### Accessible Accounts

You may access account and transaction information and conduct electronic banking transfers with a Checking type of account, a Money Market type of account or Statement Savings type of account. Bill payment may be conducted with a Checking type of account or Money Market account. You may designate a Passbook savings type of account to conduct Deposits Only electronic banking transfers or a Certificate of Deposit as "View Only" accounts. You may also access account and transaction information with loan accounts.

### Online Banking Services

The Online Banking services gives you access to:

- Account Balance and transaction Information.
- Transfer Funds between your accounts
- Interbank Transfers
- Bill Payment to a third party via check or electronic transaction
- Electronic Statement Delivery
- Balance Alerts
- Export data to personal financial management packages such as Quicken™ and QuickBooks™

### Account balance and Transaction Information

The account information you access via Online Banking will generally be current as of the Business Day you obtain the information, unless another time is specified. Information is available for your bank account(s) for up to 180 days.

1. You may access your account(s) by the internet and by using your password and user ID, to get information about:
  - the account balance of checking accounts
  - the account balance of savings accounts

### **Funds Transfers**

You can initiate various types of funds transfers using Online Banking. You are fully obligated to provide sufficient funds for any payments or transfers you make or authorize to be made.

If you wish to cancel a recurring transfer, you must cancel the transfer by 11:59 pm the night before the scheduled initiation date that the transfer occurs.

Transfer Funds: This service transfers funds between your accounts held at MutualOne Bank. Transfer of funds are permitted between your MutualOne Bank checking and statement savings accounts, and to make loan payments using your credentials, personal or office computer, mobile device and the Online Banking system through the Internet;

1. You may access your account(s) by computer via internet access and using your credentials to:
  - transfer funds from checking to checking
  - transfer funds from checking to statement or passbook savings
  - transfer funds from statement savings to checking
  - transfer funds from statement savings to statement or passbook savings
  - you may transfer no more than \$25,000 or the available balance in your account, whichever is less.
  - make payments from checking or statement savings to loan accounts with us

You have the ability to set up a one time or schedule recurring transfer up to 365 days in advance.

Transfers made after 8:00 p.m., on a weekend or holiday will be available immediately for your use on the following business day. However, sufficient funds must be available at the time of your request.

Person-to-Person: This service enables you to transfer funds to other individuals with accounts at MutualOne Bank. The individual you wish to transfer funds to must provide you with their name as it appears on their account at MutualOne Bank and their account number to authorize the transfer of funds.

Bank-to-Bank Transfers: This service allows for transfers to or from your checking or statement savings type of accounts held at MutualOne Bank and another financial institution. Bank-to-Bank transfers are accomplished by ACH debits and credits. Accounts maintained at the other financial institutions must allow for ACH debits and credits and must be in your name. Loan transactions may not apply to Bank-to-Bank transfers. For one-time transfers, you must initiate the transfer before 3:00 pm for same day processing. One-time bank-to-bank transfers scheduled after 3:00pm or on a non-business day will be initiated the next business day.

Bank to Bank Transfers may take between 3 to 5 business days to complete.

### **Statement Savings and Money Market Statement Type Account Limitations**

Please note that for any Statement savings, including Money Market statement type account(s), you may make as many in- person withdrawals as you wish, but Federal law limits the number of telephone and/or third (3rd) party electronic fund transfers from your account to no more than six (6) per statement cycle. This limit includes those conducted by 24 Hour Telephone transfers, ATM/Debit card transfers, Online Banking, checks, POS transactions, overdraft protection transfers, ACH transactions, online bill payments and online transfers.\

### **Bill Payment Service Terms**

The Bill Payment Service Terms (hereinafter "Agreement") is a contract between you and MutualOne Bank (hereinafter "we" or "us") in connection with the services described herein, offered through our online banking site or mobile applications (the "site.")

1. **Description of Service.** The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.
2. **Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account

may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

**3. The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

**4. Payment Authorization and Payment Remittance.** By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

**5. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**6. Stop Payment Requests.** The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**7. Exception Payments Requests.** Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

**8. Bill Delivery and Presentment.** The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller’s services and/or bill information.
5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

**9. Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy and where it is necessary for completing transactions;

1. Where it is necessary for activating additional services;
2. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
3. To a consumer reporting agency for research purposes only;
4. In order to comply with a governmental agency or court orders; or,
5. If you give us your written permission.

**10. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

**11. Biller Limitation.** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth below or an Exception Payment under this Agreement.

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

1. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
2. Payments that violate any law, statute, ordinance or regulation; and
3. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
4. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
5. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
6. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and

1. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments.

**12. Returned Payments.** In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to

locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

**13. Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

#### **14. Definitions.**

- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Billing Account" is the checking account from which all Service fees will be automatically debited.
- "Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- "Eligible Transaction Account" is a transaction account that you hold with us, and from which bill payments will be debited.
- "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- "Payment Instruction" is defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

#### **Popmoney® Payments Service Terms**

*Note that POPMONEY is a consumer product, not intended for business use.*

##### **1. Description of Service.**

1. a. The term "Popmoney Terms" means these Popmoney Payments Service Additional Terms. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service (for purposes of these Popmoney Terms, and the General Terms as it applies to these Popmoney Terms, the "Service") enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through [www.popmoney.com](http://www.popmoney.com) (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other

agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

2. b. The Instant Payments feature within the Popmoney Service ("Popmoney Instant Payments") uses Payment Networks designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Eligible Transaction Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

## 2. **Payment Authorization and Payment Remittance.**

1. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
2. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.
3. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in the Online Banking Agreement. (Errors, Questions, and Complaints).
4. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
5. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  3. The payment is refused as described in Section 5 of the Popmoney Terms below;
  4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
6. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

7. **Popmoney Instant Payments:** We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

3. **Initiation of Payment Instructions.** You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for Popmoney Instant Payments. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment.

For Popmoney Instant Payments, you can initiate a Payment Instruction using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be immediately deposited into the Receiver's checking or savings account affiliated with the debit card. Not all Payment Networks participate in Popmoney Instant Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, other than with respect to Popmoney Instant Payments, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 of the Popmoney Terms, below.

4. **Receiving Payments.** If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to

initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

5. **Payment Cancellation, Stop Payment Requests and Refused Payments.** Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.
6. **Mobile Phone Users.** Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.
7. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT,** except for those fees that are specifically use-based, such as Popmoney Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible

Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

8. **Refused Payments.** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender.
9. **Returned Payments.** In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.
10. **Definitions.**
  1. "Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.
  2. "Receiver" is a person or business entity that is sent a Payment Instruction through the Service.
  3. "Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service.
  4. "Sender" is a person or business entity that sends a Payment Instruction through the Service.

### **Mobile Banking**

You have the option of accessing Online Banking on your mobile device. When using a mobile device you may:

- Review account balances, account details and transaction history
- Schedule one-time bill payments
- Make one-time funds transfers between Accounts
- Receive, compose and send secure messages to/from the Bank

You will not be able to access all of the functions/services that are accessible with a personal computer. Examples include, but are not limited:

- Edit or Create Payees
- View eStatements
- Update challenge questions

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of our control.

You are also responsible for any telephone charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

### **Stopping Pre-Authorized Payments**

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES (SUCH AS DEBIT CARD AND ONLINE BANKING) UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

If you told us in advance to make a regular payment to a third party out of your account, you can stop any of these payments. Here's how: call to speak with Client Services, at (508) 820-4000, Monday through Friday from 7:30 AM to 5:30 PM and Saturday from 9:00 AM to 1:00 PM, write to MutualOne Bank, Attention Client Services, P.O. Box 9006, Framingham, MA 01701 or stop by one of our branches in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put the request in writing and get it to us within (14) days after you call. We will charge you our standard Checking account stop payment fee in effect at the time you stop payment. Refer to our separate fee schedule for the amount we will charge you for each stop payment order you give. The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we fail to do so, we will be liable for your losses or damages.

If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made or how much it will be. 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 a certain limit. You may set these certain amounts or limits at any amount you desire.

***The following highlighted sections do not apply to business accounts, as they relate only to consumer accounts and contain disclosures required by Federal and State Regulation***

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

The initiation by you of certain electronic funds transfers from your account will, except as otherwise provided in our Electronic Funds Transfer Disclosure, 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 (SUCH AS DEBIT CARD AND ONLINE BANKING) UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize electronic funds transfers.

#### **Notification of Unauthorized Transaction or a Lost or Stolen Access Device**

If you believe your Password has become known by an unauthorized person or that someone has transferred money or made payments without your permission, immediately call Client Services at (508) 820-4000, Monday through Friday from 7:30 AM to 5:30 PM and Saturday from 9:00 AM to 1:00 PM.

If you believe that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

#### **Liability for Failure to Make Online Transfers or Payments**

If we do not send a Payment or make a Transfer on time or in the correct amount according to your instruction and in accordance with this Agreement and Disclosure, we will be liable for damages caused. However, there are some exceptions. We will not be liable, for instance, if:

- Any other specific exceptions stated in our agreement with you and listed below;
- Through no fault of ours, your account does not contain sufficient funds to make the payment or transfer;
- The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable;
- Circumstance beyond our control, such as fire or flood, prevented the Payment or Transfer, despite reasonable precautions that we have taken;
- A court order or legal process prevents us from making a transfer or payment;
- You have previously reported or if we have a reasonable basis for believing that an unauthorized use of your Password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this Agreement;
- The payee does not process a payment correctly or in a timely manner;
- You negligently or intentionally share your user ID and password, or you do not report immediately any known theft of your user ID and/or password, or perform any other action leading to unauthorized access to accounts;
- You do not sign-off after completing your banking session before visiting other Internet sites;
- There may be other exceptions stated in our other agreements with you;
- If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

#### **Electronic Funds Transfer Disclosure**

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

You should telephone MutualOne Bank Client Services at (508) 820-4000 or write to MutualOne Bank, Attention: Client Services, P.O. Box 9006, Framingham, MA 01701, as soon as you can, if you think a statement is wrong or if you need more information about a Bill Payment or Transfer listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Provide us with
- Your name and account number.

- Description of the error or transfer you think is incorrect, and clear explanation of why you believe it is an error or why you need more information.
- 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 occurred within 10 calendar 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 recredit your account within 10 calendar days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your request in writing and we do not receive it within 10 business days, we may not recredit your account.

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 on our investigation.

### **Overdrawing Your Account**

If an overdraft in your account does occur, you will pay the full amount of the overdraft and associated fees to the Bank immediately upon request and the current fee for overdrafts. For details, see the Consumer or Business disclosures given to you when you opened your account.

### **Fees**

Please refer to a separate Fee Schedule for additional information about Online Banking and other fees.

Your deposit account(s) may be subject to certain minimum balance requirements to avoid monthly maintenance charges. For details, see the Truth in Savings disclosures given to you when you opened your account.

### **Notices**

Written notice by you should be sent to MutualOne Bank, Attention Client Services, P.O. Box 9006, Framingham, MA 01701. Notices sent by us shall be deemed delivered once mailed by us to your last known address in our records.

### **Inactivity**

If you do not use Online Banking (either account access or bill paying) for an extended period, we reserve the right to terminate your access to Online Banking and request that you re-register online to reactivate your access.

### **Electronic Communications**

Internet email communication is not considered to be a secure form of communication. For bank account inquiries you agree to contact us electronically using only the secure messaging feature on the online banking system. You also agree that any communication from us to you regarding your online banking accounts including any disclosures or other information required to be delivered in writing under applicable law may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of online banking.

You may print a copy of such communications using the "print" function of your web browser software. All online banking disclosures can also be found under the Services tab. You may also request a paper copy at any time by contacting the Bank directly.

We will not send you email requesting confidential information such as account numbers, PINs, or passwords. If you receive such an email purportedly from us, do not respond to the email and notify us immediately by calling Client Services at (508) 820-4000.

### **Third-Party Services**

In addition, as an additional service, the Online Banking services may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe it is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

### **Disclosure of Information to Third Parties**

To maintain your privacy, we will not disclose any information about you or your accounts to any person, or organization or agency except:

- For certain routine disclosures necessary for the completion of a transfer
- For verification of the condition and existence of your account for a credit bureau or merchant
- To persons authorized by law in the course of their official duties
- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties
- Pursuant to a court order or lawful subpoena
- To a consumer reporting agency
- By your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization

If an unauthorized disclosure has been made, we must inform you of the details of the disclosure within a reasonable amount of time after we have discovered that an unauthorized disclosure has occurred.

#### **Information Provided by You**

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you will promptly provide us the additional information necessary to make the information you previously provided true and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your User ID and Password, and for all instructions entered through and under your User ID and Password.

#### **Collections**

If we initiate any legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

#### **Amendment & Termination**

We have the right to modify or amend this Agreement as allowed by law. Any modifications or amendments by us shall be effective thirty (30) days after we send notice of the amendments to you. Either of us may terminate this Agreement at any time by giving written notice to the other, but the termination of this Agreement does not terminate your account(s) with us. Closing the account(s) which you access Online Banking with terminates this Agreement simultaneously. The Bank may also cancel your privilege to use the Online Banking service, even without telling you in advance.

#### **Cyber Security**

##### **Fraudulent E-mails**

The emails and texts you receive may look official, but they could be fake. Never click on a link or attachment or respond to an email or text with personal information — credit card numbers, social security numbers, or other banking details. Instead, contact the company directly or visit online by typing the company Web address into your Internet browser. MutualOne Bank will never ask you to share your personal information, including your user ID or online banking password via email or text.

If you suspect that you have received a fraudulent email that appears to be from MutualOne Bank, forward the message to us at [clientservices@mutualone.com](mailto:clientservices@mutualone.com). If you responded to a fraudulent text or email or disclosed personal information, immediately go to another (ideally) computer/device and change your password. Then contact Client Services at (508) 820-4000.

##### **Passwords**

Create passwords that are easy to remember, but difficult for others to guess, and change them every few months. The best passwords are a minimum of eight characters, contain a mix of letters, numbers, and symbols, and use words that are not common. Never use the same password for banking as you do for other non-financial sites, such as social media or email. Be cautious about choosing security questions with answers that you know can be found easily on public websites or guessed.

##### **What You Share Online**

Personal information shared on social networking sites like Facebook, Twitter, and LinkedIn can be used by criminals to commit fraud. Never post key information, such as where you bank, how you invest your money, physical addresses, emails, cell phone numbers, account numbers, or passwords.

##### **Guard Your Mobile Device**

Your mobile phone contains valuable personal information. Secure it with a password and be sure to wipe it clean before trading it in. Only install apps from well-known stores like Google Play, Apple App Store, Windows Store, and Amazon. Be careful of scanning QR codes, as they may direct you to a fraudulent site. Set up and use remote find, lock, and erase functions like Find my iPhone or Android Device Manager.

#### Avoid Banking from Public Wi-Fi Hotspots

The Wi-Fi available at many public locations may not be secure. Be cautious about the sites you visit and the information you release.

#### Secure Your Computer

PCs, laptops, smart phones, tablets, and other web-enabled devices need the most current security software, Web browser, and operating system. Also, Microsoft, Apple, and other tech support companies will never call you to fix your computer. If you receive a call like this, report it to the Federal Trade Commission, [www.ftc.gov](http://www.ftc.gov) or 1-888-382-1222. Consider using a dedicated computer for banking versus other day-to-day functions to lessen the chance of a computer infection leading to theft. When traveling, keep your computer/ devices under your control at all times. Do not leave equipment in the trunk of your car or unattended in public areas.

#### Extra Tips

##### How to Spot a Scam

Scams can come via email, text or phone. Visit [www.ic3.gov](http://www.ic3.gov) or [www.ftc.gov](http://www.ftc.gov) to report scams and be alert to these clues:

**Does the offer seem too good to be true?** Be suspicious of large cash prize winnings or offers of a large inheritance that involve money transfers.

Brand new luxury vehicles cannot be purchased for \$15,000 under invoice cost.

**Do you know the requester?** Email and texts that appear to come from someone you know, such as your grandchild or boss, can be forged. Talk to your friends, family, and co-workers to confirm before sending money in response. Also, do business only via websites you know and trust.

**Does the requester ask for personal information in exchange for money?** No legitimate social media promotion or job opportunity requires people to hand over their bank cards, PIN numbers, or online banking credentials. If you provide this information for the promise of free money, you may be responsible for anything that happens, which can be much larger than the balance in your account. If someone calls you and you suspect a scam, don't give out any information. Ask for a call-back number. If the caller won't leave one, tell them you are busy and will need to call them back.

**Does the requester create a sense of urgency?** Many scams try to scare you into doing something quickly by threatening negative consequences, such as missed business deals or lost job opportunities.

**Does the offer appeal to your emotions?** Fraudsters often blend in themes, such as tragic media events, online dating, endangered loved ones, and charities. They know that when your emotional state rises, often your attention to security goes down.

For more information on how MutualOne Bank seeks to protect you online, visit the MutualOne Bank Privacy & Security Page at [https://www.mutualone.com/client\\_services\\_privacy.html](https://www.mutualone.com/client_services_privacy.html).

#### Miscellaneous

Your right to use the Online Services is not transferable. Any User ID, Password, or right given to you to obtain information, documents, or services is not transferable.

You are responsible to notify the Bank immediately if you believe that your Password has become known to an unauthorized person. Notifying us by phone is the best way of keeping possible losses to a minimum.

You are responsible for compliance with applicable Federal, State, and local laws and regulations.

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement (UIGEA). Internet Gambling transactions are prohibited and should not be processed through any accounts.

#### Governing Law

This Agreement will be governed by and interpreted in accordance with Federal Law and regulation, and to the extent no such applicable Federal Law or regulation exists, by the law of the State of Massachusetts.

## Overdraft Privilege

It is MutualOne Bank's ("we, us, or our") policy to comply with applicable laws, rules and regulations, and to conduct business in accordance with strict safety and soundness standards. A non-sufficient funds (overdraft/negative balance) may result from:

- (A) The payment of checks, electronic funds transfers, or other withdrawal requests you initiate;
- (B) Payments authorized by you;
- (C) The return, unpaid, of items deposited by you;
- (D) Charging your account for our applicable service charges and fees;
- (E) The deposit of items to your account which, according to our Funds Availability Policy, are treated as not yet "available" or "finally paid".

**We are not obligated to pay any item initiated for payment against your account if your account does not contain sufficient collected funds.**

**Rather than automatically returning, unpaid, all non-sufficient funds items that you may have**, if your eligible account has been open for at least thirty (30) days and you maintain your account in good standing thereafter, **we will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Overdraft Privilege Limit, including our fees.** Maintaining your account in good standing includes at least:

- (A) Making deposits totaling \$400 or more in your account within the first thirty (30) day period,
- (B) You are not in default on any loan obligation to us,
- (C) We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand, and
- (D) Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien.

This **discretionary** service will generally be limited to a \$750 overdraft (negative) balance for eligible personal checking account types, or a \$1,200 overdraft (negative) balance for eligible business checking account types.

Our normal fees and charges including, without limitation, our non-sufficient funds (NSF) or overdraft (OD) fees; currently up to \$29.00 per item, as set forth in our fee schedule, will be charged for each transaction initiated for payment from your checking account that does not have sufficient collected funds.

Typically, we will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid. **Our NSF/OD fees will be included in and count against your assigned Overdraft Privilege Limit** of \$750 or \$1,200. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above.

**We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you.** You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts, including our fees that you owe us, shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

■ **Optional Overdraft Protection Service:** We offer an additional overdraft protection service that links your MutualOne Bank Statement Savings Account to your MutualOne Bank Checking Account to cover an occasional overdraft item. If you apply and are approved for this optional service, you may save money on the total fees you pay us for overdraft protection services.

■ **Account Limitations:** This service is available only for eligible checking accounts that are maintained in good standing as defined above. We may, in our sole discretion, limit the number of your accounts eligible for Overdraft Privilege to one account per household and/or one account per taxpayer identification number.

■ **Eligible Account Types:** The account types that are eligible for Overdraft Privilege are: Direct Deposit Checking, No Minimum Balance Checking, Free Checking for Seniors, Interest Checking, Apex Checking, Free Checking, Advantage Interest Checking, Commercial Checking, Free Business Checking and Premier Business Checking accounts.

■ **Transactions That May Cause or Create Overdrafts Using Your Overdraft Privilege Limit:** NSF transactions initiated for payment against your checking account may be paid by us using your assigned Overdraft Privilege Limit, including our fees. Our NSF/OD fee may be imposed for paying, or not paying, overdrafts you create by checks, ACH, or in-person (teller) withdrawals. For all consumer accounts, ATM withdrawals and everyday debit card transactions require a customer to "Opt-In" to the service. Please contact a Customer Service Representative for more information about the Opt-In process for ATM and everyday debit card transactions.

■ **De minimus Transactions:** If your transaction creates an overdraft of \$5.00 or less, we will not charge a fee for the item. You will receive a notification of such transaction as described earlier in this document.

### Notice Regarding Payment Order of Checks

The law permits us to pay items drawn on your account in any order ("items" means checks, orders and electronic transactions). To assist you in handling your account with us, we are providing you with information regarding how we process those items. The payment order can affect the number of items overdrawn or returned unpaid and the amount of fees you may have to pay. To assist you in managing your account, we are providing the following information regarding how items are processed.

When processing checks or orders draw on your account, our policy is to pay them according to the check number, lowest to highest, on the day of presentment. For electronic transactions, our policy is to pay them in the order that they are received.

If you have questions concerning the **Overdraft Privilege Service**, please visit one of our offices.

- **You May Always Opt-Out:** You may choose at any time to not participate in Overdraft Privilege by notifying one of our Customer Service Representatives who will explain what this (“Opt-Out”) means, and the potential consequences, for you.
- **If You Need Help:** Of course, overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please contact us at (508) 820-4000.
- **Always a Discretionary Service:** Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of or by us. Our Overdraft Privilege Service represents a purely discretionary courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

#### **YOU DESERVE CONSIDERATION...**

**Rather than automatically returning unpaid all insufficient funds items that you may have, we will consider, without obligation on our part, payment of your reasonable overdrafts created by checks, ACH, or in-person (teller) withdrawals up to your assigned Overdraft Privilege Limit.**

You do not have to apply for this service and you do not need to sign any additional documents for the service. With some exceptions, most of our checking account types are eligible for this service. See “Eligible Account Types” in this brochure.

***This section DOES NOT apply to business accounts, as this portion relates only to consumer accounts.***

**If you would like Overdraft Privilege Service expanded to include ATM withdrawals and everyday debit card transactions, you must Opt-In to this feature. A Customer Service Representative can provide information about how you can Opt-In for ATM and everyday debit card transactions.**

If you do not use the Overdraft Privilege Service it costs you nothing. “Use” means you initiate insufficient funds transactions. If you do use the Overdraft Privilege Service you will be charged our customary fees set out in this brochure.

#### **OVERDRAFT PRIVILEGE CAN MEAN**

- You may avoid high charges from merchants for returned checks.
- You may avoid the embarrassment and inconvenience of denied purchases and dishonored checks.
- Payment of your occasional and inadvertent overdrafts up to your assigned Overdraft Privilege Limit of \$750 or \$1,200 will normally be considered. These limits include our customary fees set out within this brochure. Our fees will be added to any outstanding overdrafts you may have and will be applied against your Overdraft Privilege limit.

