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tcb | A Division of ion BANK

Rev. 11/2015

# FACTS WHAT DOES TCB, A DIVISION OF ION BANK DO WITH YOUR PERSONAL INFORMATION?

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Account balances
- Transaction history
- Credit history
- Account transactions
- Checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TCB, A Division of Ion Bank chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Does TCB, A Division of Ion Bank share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes -** such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| **For our marketing purposes -** to offer our products and services to you | Yes | No |
| **For joint marketing with other financial companies** | Yes | No |
| **For our affiliates' everyday business purposes -** information about your transactions and experiences | No | We don't share |
| **For our affiliates' everyday business purposes -** information about your creditworthiness | No | We don't share |
| **For nonaffiliates to market to you** | No | We don't share |

**Questions?**

Call 617-325-2900 or go to www.thecooperativebank.com


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| What We Do | |
|---|---|
| **How does TCB, A Division of Ion Bank protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.<br>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate. |
| **How does TCB, A Division of Ion Bank collect my personal information?** | We collect your personal information, for example, when you<br>◆ Open an account<br>◆ Apply for a loan<br>◆ Give us your income information<br>◆ Provide employment information<br>◆ Give us your contact information<br>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies. |
| **Why can't I limit all sharing?** | Federal law gives you the right to limit only<br>◆ sharing for affiliates' everyday business purposes - information about your creditworthiness<br>◆ affiliates from using your information to market to you<br>◆ sharing for nonaffiliates to market to you<br>State laws and individual companies may give you additional rights to limit sharing.<br>See below for more on your rights under state law. |

| Definitions | |
|---|---|
| **Affiliates** | Companies related by common ownership or control. They can be financial and non-financial companies.<br>◆ *TCB, A Division of Ion Bank has no affiliates.* |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and non-financial companies.<br>◆ *TCB, A Division of Ion Bank does not share with nonaffiliates so they can market to you.* |
| **Joint Marketing** | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.<br>◆ *Our joint marketing partners include insurance and investment service providers and credit card companies.* |

| Other Important Information |
|---|
| **For Massachusetts Customers.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization. |

# TERMS AND CONDITIONS OF YOUR ACCOUNT

**AGREEMENT -** This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the commonwealth of Massachusetts and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

(1) summarize some laws that apply to common transactions;
(2) establish rules to cover transactions or events which the law does not regulate;
(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

TCB is a Division of Ion Bank. Deposits held at Ion Bank and TCB are combined and not separately insured for FDIC insurance purposes.

As used in this agreement the words "we," "our," and "us", mean the financial institution TCB, A Division of Ion Bank and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

**LIABILITY -** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS -** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

**WITHDRAWALS -**

**Important terms for accounts where more than one person can withdraw -** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks -** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules -** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals -** We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions -** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal -** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

**UNDERSTANDING AND AVOIDING INSUFFICIENT/UNCOLLECTED FUNDS FEES -**

**Generally -** The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and insufficient or uncollected funds is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and insufficient or uncollected funds transactions.

An overdrawn account will typically result in you being charged an insufficient funds and/or uncollected funds fee. An insufficient/uncollected funds transaction is slightly different. In an insufficient/uncollected funds transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

TCB, A Division of Ion Bank will consider, without obligation on our part, to review accounts with rejected transaction items on the next business day we are open. If funds are available in your account to cover the rejected transaction(s) by 11A.M. on the following business day that we are open, the item or requested payment will be paid, and the insufficient/uncollected funds charge may, at our discretion, be refunded.

**Determining your available balance -** We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an insufficient funds transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance or current balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet

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cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Determining your account balance -**

**What You Need to Know about Current Balance vs Available Balance**

*Please review carefully and save a copy for your records*

**Understanding Your Account Balance -**

Your checking account has two kinds of balances: the current balance (sometimes called the ledger balance or actual balance) and the available balance. You can review both balances when you review your account online, at an ATM, by phone or at a branch. TCB, A Division of Ion Bank uses your available balance when determining whether a transaction may cause your account to overdraw and for charging uncollected or insufficient funds fees. The information below explains how your checking account balance works - including the differences between your current balance and your available balance. Examples are used to help explain when TCB, A Division of Ion Bank may charge an uncollected or insufficient funds fee due to an insufficient available balance.

**Your Current Balance -**

Your current balance is the amount of money that is actually in your account at any given time. Your current balance reflects transactions that have "posted" to your account, but it does not include transactions that have been authorized and are pending. While it may seem that the current balance is the most up-to-date display of the funds that you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other charges, or deposits made on your account that have not yet posted and, therefore, will not appear in your current balance.

**Example of Current Balance -**

If you have a $100.00 current balance and you wrote a check for $60.00, then your current balance will show $100.00 because the current balance does not include the pending check transaction which has not yet posted. While your current balance is $100.00, you have already spent $60.00.

**Your Available Balance -**

Your available balance is the amount of money in your account that is available to you without incurring an uncollected or insufficient funds fee. Your available balance takes into account holds that have been placed on deposits and pending transactions (such as pending debit card transactions) that TCB, A Division of Ion Bank has authorized but that have not yet posted to your account.

**Example of Available Balance -**

If your current balance and available balance are both $100 and you swipe your debit card at a restaurant for $35, the merchant could ask us to preauthorize the payment. TCB, A Division of Ion Bank would place a "hold" on your account for $35. Your current balance is still $100 because the debit card transaction has not yet posted to your account; however, your available balance would be $65 because you have already authorized the $35 payment to the restaurant. When the restaurant submits the transaction for payment (which could be a few days later and could be for a different amount if you have added a tip), TCB, A Division of Ion Bank will post the transaction to your account and your current balance will be reduced.

**Example of Fee for Insufficient Available Balance -**

If your current balance and available balance are both $100 and you swipe your debit card at a restaurant for $35, a hold is placed on your account and your available balance will be reduced to $65. Your current balance is still $100 because the transaction has not yet posted to your account. If a check that you had previously written for $75 clears through your account before the restaurant charge is sent to TCB, A Division of Ion Bank for processing - you will incur an uncollected or insufficient funds fee. This is because your available balance was $65 when the $75 check was paid.

**Reliability of Your Available Balance -**

You can review both your current and available balances when you review your account online, through mobile banking, at an ATM, by phone or at a branch. However, it is important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a particular transaction. This is because your available balance may not reflect all your outstanding checks and automatic bill payments that you have authorized (or other outstanding transactions) that have not yet posted to your account.

Additionally, your available balance may not reflect all of your debit card transactions due to circumstances outside of TCB, A Division of Ion Bank's control.

As demonstrated by the examples below, the best way to know how much money you have available (including all prior checks and authorizations) is to record and track all of your transactions closely.

**Examples of Transactions Not Reflected in Your Available Balance -**

Outstanding Checks and Bill Payments: If you have written checks from your account or have set up automatic bill payments, those transactions will not be reflected in your available balance when authorized. Rather, these transactions will be reflected in your current balance and available balance when the transactions post to your account. Debit Card Holds: If a merchant obtains TCB, A Division of Ion Bank's authorization but does not submit a one-time debit card transaction for payment within 24 hours of authorization, TCB, A Division of Ion Bank must release the authorization hold on the transaction. Since the hold has been released, your available balance would not reflect this transaction until the transaction has been received by TCB, A Division of Ion Bank and paid from your account.

**Insufficient funds and uncollected funds fees -** If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an insufficient/uncollected funds fee for returning the payment.

Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an insufficient funds or uncollected funds fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

TCB, A Division of Ion Bank will limit the number of insufficient funds fee charges per account per day to one (1) and limit the number of uncollected funds charges per account per day to one (1). Furthermore, we will not charge a fee for an item or payment of $50 or less.

TCB, A Division of Ion Bank will consider, without obligation on our part, to review accounts with rejected transaction items on the next business day we are open. If funds are available in your account to cover the rejected transaction(s) by 11A.M. on the following business day that we are open, the item or requested payment will be paid, and the insufficient/uncollected funds charge may, at our discretion, be refunded.

**Payment types -** Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

**Balance information -** Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability -** Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our Your Ability To Withdraw Funds disclosure for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds fee at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance -** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an insufficient/uncollected funds fee according to our insufficient/uncollected funds policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**CHAPTER 167D ACCOUNTS ("18-65 ACCOUNTS") -** Except as indicated below, we do not intend to subject your account to (i) a service, maintenance or similar charge, (ii) a minimum balance requirement, (iii) a charge for a deposit or withdrawal, or (iv) a fee for the initial order or subsequent refills of the basic line of checks offered by us if you qualify for the minor or senior citizen exemption under Chapter 167D of Massachusetts General Laws. You should notify us if you or your spouse qualify so that we may administer your account accordingly. Despite this exemption, we may assess a fee for certain services in accordance with our published Schedule of Service Fees, including stop payment orders, wire transfers, certified or bank checks, money orders, deposit items returned, transactions at electronic branches and through other electronic devices, and services not directly associated with the deposit, withdrawal or transfer of funds from any such account. We may also assess you a reasonable charge when payment on any check or other transaction on the account has been refused because of insufficient funds or uncollected funds or has been paid despite insufficient funds (as permitted by law).

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION -** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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**Individual Account -** is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common) -** is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common) -** This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust Account -** One or two of you (called trustees) may create such an account in trust for other persons. Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees or the survivor. Upon the death of the trustee or the death of both trustees, payment may be made to the person or persons who survive the death of the last surviving trustee in an equal portion of the funds for whom the trust was made, or that person's legal representative.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS -** Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS -** The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS -** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION -** We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason except as prohibited by law. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS -** Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES -** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items -** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems -** In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks -** For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received -** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER -** This account may not be transferred or assigned without our prior written consent.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS -** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT -** If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF -** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now

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or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**AUTHORIZED SIGNER (Individual Accounts only) -** A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**RESTRICTIVE LEGENDS OR INDORSEMENTS -** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**CREDIT VERIFICATION -** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**FACSIMILE SIGNATURES -** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

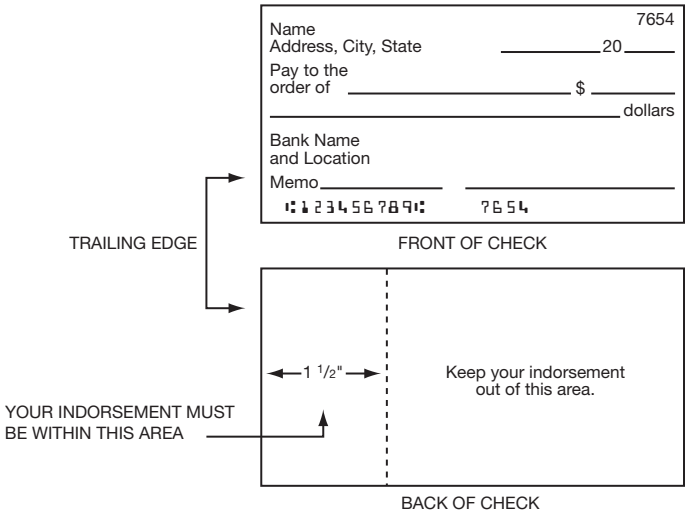
**CHECK PROCESSING -** We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING -** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS -** We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1½" of that edge.




It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE -** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS -** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT -** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as permitted by law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

**ACCOUNT SECURITY -**

**Your duty to protect account information and methods of access -** Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to

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another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Fraud prevention services -** Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**INSTRUCTIONS FROM YOU -** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS -** Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS -** The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) -** We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION -** You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you. If mail is returned as undeliverable for a period of three (3) consecutive months, TCB, A Division of Ion Bank may place a block on your account until updated contact information is provided.

**RESOLVING ACCOUNT DISPUTES -** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES -** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**FUNDS TRANSFERS -** Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board of Governors of the Federal Reserve System, 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 and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a 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 and other funds-transfer system rules, as applicable. 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 payment, 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. Credit entries may be made by ACH or other funds-transfer systems. If we receive a payment order to credit 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.

**INTERNATIONAL ACH TRANSACTIONS -** Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**UNLAWFUL INTERNET GAMBLING NOTICE -** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. You agree not to use your account, access devices or services for unlawful internet gambling or other illegal activities.

## NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.**

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings, or money market account(s).

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- **Electronic check conversion.** You may authorize a merchant or other payee to make electronic payments from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Voice Response Telephone Transfers - types of transfers -** You may access your account by telephone 24 hours a day at 1-800-925-8851 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to statement savings or money market accounts
- transfer funds from statement savings or money market to checking accounts
- transfer funds from statement savings or money market to statement savings or money market accounts
- make payments from checking to loan accounts with us
- make payments from statement savings or money market to loan accounts with us
- get information about:
  - the account balance of checking accounts
  - the last deposit to checking accounts
  - the last withdrawal from checking accounts
  - the account balance of statement savings or money market accounts
  - the last deposit to statement savings or money market accounts
  - the last withdrawal from statement savings or money market accounts

**CARDHOLDER AGREEMENT**

The issuance and use of a Debit Card from TCB, A Division of Ion Bank is deemed to be a privilege provided to the customer by the Bank. The following terms and conditions are agreed to by you and us when we issue you a card or other access device at your request. All provisions applying to the use of your access device will be deemed delivered, executed, governed, and constructed by Massachusetts laws. To the extent that any of the following terms and conditions are void or unenforceable under applicable law, this Cardholder Agreement shall be treated as if such term or condition did not exist and all of the other terms and conditions shall continue in full force and effect. All of the terms set forth in the Initial Disclosure of Terms and Conditions of Electronic Fund Transfer Services are hereby made part of this Cardholder Agreement and shall govern the use of your card or access device. Any designated account that may be accessed for electronic funds transfers may also be governed by a separate set of rules and regulations that shall remain in effect with respect to such accounts, unless inconsistent with the agreements set forth in this Cardholder Agreement, in which case the terms and conditions set forth herein shall control.

**Use of Card**

You may use your card to carry out transactions described in the Electronic Funds Transfer disclosure. In the future, we may add other types of transactions that may be conducted with your card. In such an event, we will notify you as to the nature and frequency of those transactions. TCB, A Division of Ion Bank will issue a separate card and card number for each individual authorized to conduct transactions on an account. Only the individual whose name is embossed on the front of the card is authorized to use the card. Allowing anyone other than yourself to use your card violates the terms of this agreement and will result in the termination of this cardholder agreement and require you to return your card to us.

**Charges for Use of Your Card**

We have published a Schedule of Service Fees that sets forth all applicable charges associated with the use of your card or any electronic fund transfer. Please refer to our most recently published Schedule of Service Fees. We reserve the right to amend the Schedule of Service Fees at any time and will give you notice if we do. You agree to pay all such charges which you have incurred and hereby authorize us, from time to time, to charge your deposit account(s) with the aggregate outstanding amount of such charges.

**Interactive Cards**

If your TCB, A Division of Ion Bank Debit Mastercard is inactive (i.e., no card activity) for a period of 6 months or longer, TCB, A Division of Ion Bank may close your card for inactivity.

**PIN Number**

Your PIN should be memorized and kept secret. In no event should it be written or carried with your card. If you believe that your PIN is no longer secret because it has been disclosed, you will notify us immediately. Willfully sharing your PIN number with anyone, thus allowing anyone other than yourself to use your card violates the terms of this agreement and will result in the termination of this cardholder agreement and require you to return your card to us.

**Evidence of Transactions**

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

**Notices**

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

**Default**

In the event that you default in connection with any obligation owed to us, you agree to reimburse us for all costs of collection, including reasonable attorneys' fees.

**Maintenance of Accounts**

As long as this Cardholder Agreement is in effect, you agree to maintain at least one account for which your card can be used. If you close all such accounts, this Cardholder Agreement will terminate and you must immediately return your card to us.

**Travel Within and Outside of the United States**

In order to ensure uninterrupted access to your accounts using your TCB, A Division of Ion Bank Debit Mastercard, please notify us in advance of any travel plans, including locations and dates of travel.

**Ownership of Card**

The card which we issue to you will remain our property and you may not transfer it to any other person. You agree to return the card to us immediately upon demand or upon termination of this Cardholder Agreement. We will program the machines in which your card can be used to retain your card following the termination of this Cardholder Agreement and in certain other events.

**Authorization to Withdraw Funds from your Account(s)**

You hereby authorize us to withdraw funds from your account(s) to satisfy any transaction which you have made using your card. Such authorization includes the right to charge your accounts for funds distributed to you and for charges which you have incurred pursuant to this Cardholder Agreement.

**ATM Transfers - types of transfers and dollar limitations -** You may access your account(s) by ATM using your Debit Mastercard™ and personal identification number, to:

- make deposits to checking accounts
- make deposits to statement savings or money market accounts
- get cash withdrawals from checking accounts
  - you may withdraw no more than $500.00 per day, dollar limits may be higher upon bank approval (BankOn Checking Account cash withdrawals limited to $250.00 per day)
- get cash withdrawals from statement savings or money market accounts
  - you may withdraw no more than $500.00 per day, dollar limits may be higher upon bank approval
- transfer funds from statement savings or money market to checking accounts
- transfer funds from checking to statement savings or money market accounts
- make payments from checking accounts
- get information about:
  - the account balance of your checking accounts
  - the account balance of your statement savings or money market accounts

Some of these services may not be available at all terminals.

**Types of Debit Mastercard™ Point-of-Sale Transactions -** You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations -** Using your card:

- you may not exceed $1,500.00 in transactions per day, dollar limits may be higher upon bank approval (BankOn Checking Account transactions limited to $500.00 per day)

**Currency Conversion and Cross-Border Transaction Fees.** If you initiate a transaction with your Debit Mastercard™ in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Mastercard Automatic Billing Updater Notice of Right to Opt Out.** Your TCB, A Division of Ion Bank Debit Mastercard will be automatically enrolled in the free Mastercard® Automatic Billing Updater (ABU) service. ABU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, mail us notice of your intention to opt out at TCB, A Division of Ion Bank, Attn: Deposit Operations, 40 Belgrade Avenue, Roslindale, MA 02131. You must include your name, address, account number, card number, and signature. If you opt out, you may opt back in if you decide you want the Mastercard Automatic

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Billing Updater service in the future. You may opt in the same way(s) that you can opt out.

**TCB, A Division of Ion Bank Online Banking and TCB, A Division of Ion Bank Mobile Banking Transfers - types of transfers and dollar limitations -** You may access your account(s) by computer or mobile device by using TCB, A Division of Ion Bank's online banking system or mobile banking application, to:

- transfer funds from checking to checking
- transfer funds from checking to statement savings and money market
- transfer funds from statement savings to checking
- transfer funds from statement savings to statement savings and money market
- transfer funds from money market to checking and statement savings
  - you may transfer no more than $250,000.00 per transaction
- transfer funds from your TCB, A Division of Ion Bank accounts to your accounts at other financial institutions (Bank to Bank External Transfers)
- make payments from checking to loan account(s) with us
- make payments from checking to third parties (bill payment)
- get information about:
  - the account balance of checking account(s)
  - the account balance of statement savings and money market account(s)

**FEES**

- We do not charge for direct deposits to any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). In addition, the bank may charge a fee when you use an ATM not owned by us. Please refer to our Schedule of Service Fees for more details.

**DOCUMENTATION**

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-617-325-2900 to find out whether or not the deposit has been made.
- **Periodic statements.**

  You will get a monthly account statement from us for your checking, money market and statement savings accounts.

  For passbook accounts, we send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook. However, once you access your account by electronic fund transfer, you will receive a monthly statement from us.

**PREAUTHORIZED PAYMENTS**

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

  Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

  Please refer to our separate Schedule of Service Fees for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FINANCIAL INSTITUTION'S LIABILITY**

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

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
(2) If you have an overdraft line and the transfer would go over the credit limit.
(3) If the automated teller machine where you are making the transfer does not have enough cash.
(4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
(6) There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY**

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

(1) where it is necessary for completing transfers; or
(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
(3) in order to comply with government agency or court orders; or
(4) if you give us written permission.

**UNAUTHORIZED TRANSFERS**

**(a) Consumer liability.**

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose up to $50 if someone used your card and/or code without your permission.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back the money you lost (up to $50) after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

• *Additional Limits on Liability for Debit Mastercard™.* You will not be liable for any unauthorized transactions using your Debit Mastercard™ if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

**ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

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

TCB, A DIVISION OF ION BANK
40 BELGRADE AVENUE
ROSLINDALE, MA 02131
Business Days: Monday through Friday
Excluding Federal and State Holidays
Phone: 1-617-325-2900
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST
Member FDIC

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# YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first $275 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal and state holidays. If you make a deposit before closing 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 after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ITM (Interactive Teller Machine), we will consider that the deposit was made in person to one of our employees for purposes of funds availability.

If you make a deposit at an ATM at or before 4:30 P.M. 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 at an ATM after 4:30 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Same-Day Availability**

Funds from cash deposits made in person to one of our employees and electronic direct deposits to your account will be available on the day we receive the deposit.

**Next-Day Availability**

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

U.S. Treasury checks that are payable to you.

Wire transfers.

Checks drawn on The Cooperative Bank or TCB, A Division of Ion Bank.

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

State and local government checks that are payable to you.

Cashier's, certified, and teller's checks that are payable to you.

Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

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

**Check Deposits Made Using TCB, A Division of Ion Bank Mobile Deposit**

Deposits made through our TCB, A Division of Ion Bank Mobile Deposit service are not considered electronic direct deposits for purposes of funds availability. Any deposit made through TCB, A Division of Ion Bank Mobile Deposit received and accepted before 4:30 P.M. on a business day that we are open, will be deposited to your account the same day. Deposits made through TCB, A Division of Ion Bank Mobile Deposit after 4:30 P.M., will be deposited to your account on the following business day that we are open. Funds from items deposited through TCB, A Division of Ion Bank Mobile Deposit will be available on the second business day after the day of your deposit.

**Other Check Deposits Subject to Second-Day Availability**

The first $275 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of $700 on a Monday, $275 of the deposit is available on Tuesday. The remaining $425 is available on Wednesday.

**LONGER DELAYS MAY APPLY**

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than $6,725 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. You should ask us if you are concerned about when a particular deposit will be available for withdrawal.

**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 $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will 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 $6,725 will be available on the ninth 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 $6,725 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 tenth business day after the day of your deposit.

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# TRUTH-IN-SAVINGS DISCLOSURE

**REGULAR CHECKING ACCOUNT**

**Minimum balance to open the account -** You must deposit $25.00 to open this account.

**Minimum balance to avoid imposition of fees -** There is no minimum balance requirement or monthly maintenance fee on this account.

**eLIFE CHECKING ACCOUNT**

**Minimum balance to open the account -** You must deposit $10.00 to open this account.

**Requirements to avoid imposition of fees -** A monthly maintenance fee of $10.00 will be imposed every statement cycle, unless the account is set-up for electronic statements (eStatements) and Direct Deposit.

**Transaction Charges -** This account allows for 10 written checks at no cost per monthly statement cycle. All checks written above 10 will be charged $0.50 per check.

**Additional Information Regarding Your Account -** Non-TCB, A Division of Ion Bank ATM surcharges will be refunded monthly at the end of each statement cycle.

**eLIFE SAVINGS ACCOUNT**

**Account Requirement -** An eLife Checking account or Student Life Checking account is required to open an eLife Savings account.

**Rate Information -** Your interest rate and annual percentage yield may change.

**Frequency of rate changes -** We may change the interest rate on your account at any time.

**Determination of rate -** At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency -** Interest will be compounded every month. Interest will be credited to your account every month.

**Minimum balance to open the account -** You must deposit $10.00 to open this account.

**Minimum balance to avoid imposition of fees -** There is no minimum balance requirement or monthly maintenance fee on this account.

**Minimum balance to obtain the annual percentage yield disclosed -** You must maintain a minimum balance of $.01 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method -** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits -** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**STUDENT LIFE CHECKING ACCOUNT**

**Minimum balance to open the account -** You must deposit $10.00 to open this account.

**Minimum balance to avoid imposition of fees -** There is no minimum balance requirement or monthly maintenance fee on this account.

**Transaction Charges -** This account allows for 10 written checks at no cost per monthly statement cycle. All checks written above 10 will be charged $0.50 per check.

**Eligibility Requirements -** Student Life Checking is for full-time students between the ages of 14-26. For students between the ages of 14-17 a parent or legal guardian is required to be a joint owner on the account. Student Life Checking is required to receive a monthly eStatement.

**Additional Information Regarding Your Account -** Non-TCB, A Division of Ion Bank ATM surcharges will be refunded up to $12 each month if the eligibility requirements are met.

**RELATIONSHIP CHECKING ACCOUNT**

**Rate Information -** Your interest rate and annual percentage yield may change.

**Frequency of rate changes -** We may change the interest rate on your account at any time.

**Determination of rate -** At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency -** Interest will be compounded every month. Interest will be credited to your account every month.

**Minimum balance to open the account -** You must deposit $25.00 to open this account.

**Minimum balance to avoid imposition of fees -** A monthly maintenance fee of $20.00 will be imposed every statement cycle if the combined relationship balance in the account falls below $5,000.00 any day of the cycle. Relationship balances include balances in all personal checking, savings, money market, CD, and IRA accounts.

**Minimum balance to obtain the annual percentage yield disclosed -** You must maintain a minimum balance of $500.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method -** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits -** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**BANKON CHECKING ACCOUNT**

**Minimum balance to open the account - You must deposit $**10.00 to open this account.

**Minimum balance to avoid imposition of fees -** There is no minimum balance requirement or monthly maintenance fee on this account.

**Transaction charges -** There are no transaction charges on this account.

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**Transaction limitations -** This account is a checkless account and does not offer or allow written checks to access the account.

**Additional Information Regarding Your Account -** Non-TCB, A Division of Ion Bank ATM surcharges will be refunded monthly at the end of each statement cycle. This account is not subject to Insufficient Funds Charges or Uncollected Funds Charges.

**PREMIER MONEY MARKET ACCOUNT**

**Rate Information -** Your interest rate and annual percentage yield may change.

**Frequency of rate changes -** We may change the interest rate on your account at any time.

**Determination of rate -** At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency -** Interest will be compounded every month. Interest will be credited to your account every month.

**Minimum balance to open the account -** You must deposit $2,500.00 to open this account.

**Minimum balance to avoid imposition of fees -** A monthly maintenance fee of $10.00 will be imposed every statement cycle if the balance in the account falls below $2,500.00 any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed -** You must maintain a minimum balance of $2,500.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method -** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits -** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**STATEMENT SAVINGS ACCOUNT**

**Rate Information -** Your interest rate and annual percentage yield may change.

**Frequency of rate changes -** We may change the interest rate on your account at any time.

**Determination of rate -** At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency -** Interest will be compounded every month. Interest will be credited to your account every month.

**Minimum balance to open the account -** You must deposit $10.00 to open this account.

**Minimum balance to avoid imposition of fees -** A monthly maintenance fee of $3.00 will be imposed every statement cycle if the balance in the account falls below $100.00 any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed -** You must maintain a minimum balance of $10.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method -** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits -** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**_____ CERTIFICATE OF DEPOSIT**

**Rate Information -** The interest rate on your account is _____% with an annual percentage yield of _____%. You will be paid this rate until first maturity.

**Compounding frequency -** Interest will be compounded every month.

**Crediting frequency -** Interest will be credited to your account every month.

**Minimum balance to open the account -** You must deposit $_____ to open this account.

**Minimum balance to obtain the annual percentage yield disclosed -** You must maintain a minimum balance of $_____ in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method -** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits -** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Time requirements -** Your account will mature _____.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of one year or less:
  The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of more than one year:
  The fee we may impose will equal 182 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity -** The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account -** This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

**Automatically renewable time account for CD Specials -** This account will automatically renew at maturity. Each renewal term will be for 12 months. The interest rate will be the same we offer on a new 12 month time deposit on the maturity date, minimum balance (if any) and other features of the 12 month time deposit.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

**_____ BUMP-UP CERTIFICATE OF DEPOSIT**

**Bump-Up Option Plan and Rate Information (variable rate account):**

The interest rate on your account is _____% with an annual percentage yield of _____%. The interest rate and annual percentage yield may change. We will not change the rate on your account during the term of the account. However, you have the one-time option during the original term of this account to exchange this interest rate for a new interest rate. This option is only available for our 24-month, 36-month, or 60-month Certificate of Deposit published rates. The new interest rate will be the same we offer on new time deposits for the new term chosen. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will be reset to correspond to the term of the new rate you selected. You may exercise this exchange option once during the first term, but not during any renewal term.

**Compounding frequency -** Interest will be compounded every month.

**Crediting frequency -** Interest will be credited to your account every month.

**Minimum balance to open the account -** You must deposit $1,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed -** You must maintain a minimum balance of $1,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation method -** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits -** Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

You may not make any deposits into your account before maturity. However, you may make an additional deposit of new money with the one-time bump-up option.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Time requirements -** Your account will mature _____.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

The fee we may impose will equal 182 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

For any time deposit which earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal.

**Withdrawal of interest prior to maturity -** The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account -** This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

**If you choose to exercise the one-time bump-up option -** each renewal term will be the same as the new original term, beginning on the new maturity date. Interest will be calculated on the same basis as during the original term.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

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**If you do not exercise the one-time bump-up option -** each renewal term will be for 12 months. The interest rate will be the same we offer on a new 12 month time deposit on the maturity date, minimum balance (if any) and other features of the 12 month time deposit.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

**COMMON FEATURES**

Please refer to our separate Schedule of Service Fees for additional information about charges.

We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**18/65 LAW (M.G.L.c.167D)**

If all owners of a Savings or Checking account are age 18 or younger or age 65 or older (except for spouse of an owner), no service, maintenance or other similar charge shall be imposed. Any such account shall not be subject to: (i) a minimum balance requirement, (ii) a charge for a check, deposit or withdrawal, or (iii) a fee for the initial order or subsequent refills of the basic line of checks offered by the bank. A fee will be assessed for certain services in accordance with the bank's published Schedule of Service Fees which shall include stop payment orders, wire transfers, certified or bank checks, money orders, and deposit items returned, transactions at electronic branches and through other electronic devices, and services not directly associated with the deposit, withdrawal or transfer of funds from any such account. Any account covered by the law, the charge to be assessed for a transaction refused because of insufficient/uncollected funds or paid despite insufficient/uncollected funds shall not exceed $5.00 per such transaction. You agree to notify us of your eligibility for such accounts and provide proof of age in a form acceptable to us.

**OVERDRAFT PROTECTION**

Overdraft protection allows savings or money market accounts to be linked with checking accounts. If the checking account would become overdrawn and provided sufficient funds are available in the savings or the money market account, the funds will be automatically transferred into the checking account. There is a fee of $10 each time money is automatically transferred into the linked checking account. The accounts linked must have the same title.

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**YOUR ACCOUNT**

**These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.**

☐ **REGULAR CHECKING ACCOUNT**

☐ **eLIFE CHECKING ACCOUNT**

☐ **eLIFE SAVINGS ACCOUNT**

**Rate Information:**

- **Tier 1 -** An interest rate of _____% will be paid only for that portion of your daily balance that is greater than $_____ . The annual percentage yield for this tier will range from _____% to _____%, depending on the balance in the account.
- **Tier 2 -** An interest rate of _____% will be paid only for that portion of your daily balance that is greater than $_____ , but less than $_____ . The annual percentage yield for this tier will range from _____% to _____%, depending on the balance in the account.
- **Tier 3 -** If your daily balance is $_____ or less, the interest rate paid on the entire balance will be _____%, with an annual percentage yield of _____%.

☐ **STUDENT LIFE CHECKING ACCOUNT**

☐ **RELATIONSHIP CHECKING ACCOUNT**

The interest rate for your account is _____%

with an annual percentage yield of _____%.

☐ **BANKON CHECKING ACCOUNT**

☐ **PREMIER MONEY MARKET ACCOUNT**

**Rate Information:**

- **Tier 1 -** If your daily balance is $100,000.00 or more, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 2 -** If your daily balance is more than $49,999.99, but less than $100,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.
- **Tier 3 -** If your daily balance is more than $2,499.99, but less than $50,000.00, the interest rate paid on the entire balance in your account will be _____% with an annual percentage yield of _____%.

☐ **STATEMENT SAVINGS ACCOUNT**

The interest rate for your account is _____%

with an annual percentage yield of _____%.

☐ _____ **CERTIFICATE OF DEPOSIT**

☐ _____ **BUMP-UP CERTIFICATE OF DEPOSIT**




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ROSLINDALE, MA 02131
TEL: 617-325-2900

36 SPRING STREET
WEST ROXBURY, MA 02132
TEL: 617-325-9955

201 MAIN ST.
CHARLESTOWN, MA 02129
TEL: 617-242-0380

3531 WASHINGTON STREET
SUITE 104
JAMAICA PLAIN, MA 02130
TEL: 857-203-9590

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