

To Our Customers:

In accordance with the Regulations promulgated by the Commissioner of Banks and Regulation E issued by the Federal Reserve Board, we are making available to you the following terms and conditions governing electronic fund transfers (EFT).

Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should retain this disclosure for future reference, some of these services may not apply to your account or you may not presently be using all of the electronic banking services that we offer, therefore, some of the information provided may not apply.

1. Protected Consumer Use of Electronic Fund Transfers

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

a) Prohibition of Compulsory Use:

- require you to use a preauthorized electronic fund transfer as a condition for the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
- require you to accept a transfer service or to establish an account which is accessed electronically as condition of employment or receipt of governmental benefit, or
- require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer, you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving same.

b) Waiver of Rights: No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.

c) Refunds: If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers. Please refer to our funds availability disclosure.

d) Suspension of Obligations: If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

e) Prohibited Means of Identification: Your Social Security number cannot be used as the primary identification number, although it can be used as a secondary aid to identify you.

f) Criminal Liability: Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

2. Liability for Unauthorized Transfers

a) Tell us **AT ONCE** if you believe your [card] [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 all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your [card] [code], you can lose no more than \$50 if someone used your [card] [code] without your permission.

If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your [card] [code], and we can prove we could have stopped someone from using your [card] [code] without your permission if you had told us, you could lose as much as \$50.

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 any money you lost 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 hospital stay) kept you from telling us, we will extend the time periods.

If you think your card, your code, or both have been lost, stolen, or that someone has transferred or may transfer money from your account without your permission, contact us immediately, with telephone being the preferable method.

Call our ATM department at (877) 628-4440 between 8:30 am and 4:30 pm Monday thru Friday, or write:

Central Bank
ATM Department
399 Highland Avenue
Somerville, Massachusetts 02144

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

3. In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (877) 628-4440 between the hours of 8:30 am and 4:30 pm, Monday thru Friday (other than bank holidays), and ask for the ATM Department or write us at Central Bank, ATM Department, 399 Highland Avenue, Somerville, MA 02144, as soon as you can, if you think your statement or receipt is wrong, if you need more information about an electronic payment or electronic deposit listed on your statement or receipt.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or the problem or error was FIRST reflected in your passbook.

- a)** Tell us your name and account number (if any)
b) 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.
c) Tell us the dollar amount of the suspected error. If you notify us orally, we have the right to require that you send us your complaint or question in writing within 10 business days following the date you notified us.

We will report to you the results of our investigation within 10 business days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decided to use more time to investigate, within 10 business days following the date you notified us, we will recredit your 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 following your oral notification, we may not recredit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation (within three business days after completing our investigation) of our findings. The written explanation will include notification of the amount we are debiting (the provisionally credited funds) and the date of the charge. We will honor checks, drafts, or similar paper instruments payable to third parties and preauthorized transfers to four business days after transmittal of the notice. You may ask for copies of the documents that we used in our investigation, and we will provide these to you without charge.

If your alleged error concerns a transfer to or from a third party, our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact the third party to pursue the matter further.

4. Bank's Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account in time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will not be liable, for instance:

- a)** If, through no fault of ours, you do not have enough money in your account to make the transfer.
- b)** If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precaution that we may have taken.
- c)** If there may be other instances set forth by an agreement with you in which we may not be liable.
- d)** If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- e)** If the Automated Teller machine does not have enough cash to enable you to make a withdrawal.
- f)** If the transfer will go over the limit in your overdraft line of credit and/or bounce protection.
- g)** If the funds are subject to legal process or other encumbrance restricting such transfer.

5. Preauthorized Transfers

a) The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in our electronic Funds Transfer Agreement, you may not stop payment of electronic fund transfers; therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

b) Right to Stop Payment and Procedure for Doing So – If you have told us in advance to make regular payments out of your account and you want to stop a payment, call us at (877) 628-4440 and ask for the Operations Department, or write to:

Central Bank

Operations Department
399 Highland Avenue
Somerville, Massachusetts 02144

in time for us to receive your request at least three (3) business days before the payment is scheduled to be made.

If you call us you must confirm the stop payment order in writing fourteen (14) days after you call. There will be a charge for each stop payment you request. Please refer to the accompanying fee schedule for stop payment charges.

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

d) Liability for Failure to Stop Payment – If you notified the Bank to stop payment three (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.

6. Your Right to Receive Documentation of Transfers

a) Terminal Transfer. You may get a receipt at the time you make any transfer to or from your account(s), at an Automated Teller Machine (ATM) or Point-of-Sale (POS) terminal.

b) 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 the Operations Department at (877) 628-4440, to find out whether or not the deposit has been made.

c) Periodic Statements. You will receive a statement from us for your Checking, Money Market or Statement Savings accounts.

d) Passbook Accounts. For passbook accounts, where the only possible electronic fund transfers are preauthorized credits, we do not 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.

7. Disclosure of Account Information to Third Parties

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

- a)** for certain disclosures necessary for the completion of a transfer; or
- b)** for verification of the condition and existence of your account for a credit bureau or merchant; or
- c)** to persons authorized by law in the course of their official duties; or
- d)** to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties; or
- e)** pursuant to a court order or lawful subpoena; or
- f)** to a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws; or
- g)** by your written authorization which shall automatically expire after 45 days.

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

8. Business Days

Our business days are Monday through Friday. Holidays are not included.

9. Evidence

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

10. Terminating This Agreement

If you wish to terminate this Agreement, notify the Operation Department in writing at: Central Bank, 399 Highland Avenue, Somerville, MA 02144.

If terminating this Agreement involves canceling a preauthorized transfer from your account, we must receive written notice at least three business days before the payment is scheduled to be made. You must also notify the originator of any credits, charges, or transfers.

If you have an ATM Card or a Debit Card and you no longer wish to use it, cut it in half and return it to us at: ATM Department, Central Bank, 399 Highland Avenue, Somerville, MA 02144.

11. Amendments to This Agreement

We have the right to change this Agreement from time to time. We will notify you at least 30 days before a change will take effect if it will cause you greater costs or liability, or if it will limit your ability to engage in electronic transfers. We do not have to notify you in advance, however, if the change is necessary for security reasons. We also have the right to terminate this Agreement at any time.

12. Rules, Regulations and Other Agreements

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

13. Notices

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

14. Collection Expenses

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

15. Laws Applicable to the Agreement

The Laws of the Commonwealth of Massachusetts and any applicable Federal Laws will apply to this Agreement. If any term of the Agreement cannot be legally enforced, it is considered changed to the extent necessary to comply with the laws.

16. Charges and Interest Rates

You should refer to the current "Personal Banking Fee Schedule" for the applicable charges. For the annual percentage yield (APY) that will be paid on your account(s), you should refer to your Truth-in-Savings disclosure(s) or call the Operations Department at (877) 628-4440.

17. Notice Regarding ATM Fees Charged by Others:

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

18. Transfer Types and Limitations

a) ATM Card Uses

You can use your card to make deposits to, withdrawals from or transfers between your Checking, Money Market, or Statement Savings accounts.

You may access your checking account(s) to purchase goods (in person) pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

There is a withdrawal limit of up to \$500.00 per day (in combination with point-of-sale transactions). There is a withdrawal limit of up to \$100.00 (in combination with point-of-sale transactions) per day with your Varsity Checking Account. Some of these services may not be available at all terminals.

b) Debit Card Uses

You can use your card to make purchases and receive cash back at Point-of-Sale (POS) terminals. Please note that some retailers may limit the cash back amount to \$50.00.

You may access your primary checking account(s) to purchase goods (in person, by phone or internet), pay for services (in person, by phone or by internet), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

You may make purchases of goods or pay for services of up to \$1,000.00 per day (in combination with ATM transactions). Varsity Checking is limited to \$100.00 per day. Some of these services may not be available at all terminals.

c) Telephone Banking

You may access your account by telephone at (617) 629-4321 using your personal identification number (PIN), a touch-tone telephone, and your account number to:

- Get information about balances, transaction history, and interest credited.
- Transfer funds between Checking, Statement Savings, or Money Market accounts (see Limitation of Frequency of Transfers).

d) Online Banking

You may access Online Banking at www.centralbk.com using a personal computer with Internet access, your User ID, and your password to:

- Get information about balances, transaction history, and interest credited.
- Transfer funds between Checking, Statement Savings, or Money Market accounts (see Limitations on Frequency of Transfers).
- Make Central Bank loan payments.
- Pay bills. There is a bill payment limit of the lesser of your available balance or \$9,999.99 per day. We reserve the right to lower the daily limit at any time.

e) Electronic Check Conversion

Your check can result in an electronic funds transfer.

This can happen in several ways. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- At the time you offer a check to a merchant or service provider, you may authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an electronic funds transfer.

Please Note: Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign by the merchant or service provider.

- f) Preauthorized or automatic transfers such as by check, draft, electronic means or similar order made to third parties are limited to no more than six per statement cycle. Point-of-Sale (POS) and Debit Card transactions are not allowed on Savings accounts or Money Market accounts.
- g) Central Bank may refuse to complete your withdrawal request if you do not have sufficient available funds in your account. Central Bank reserves the right to reduce your daily withdrawal and purchase limits. You may, at your option, request a limit of no lower than \$50.00.
- h) If you effect a transaction with your Debit MasterCard™ in a currency other than U.S. dollars, MasterCard™ International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue Debit MasterCard™. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.
- i) You should note that your Bounce Protection™ limit may be reflected in your available balance provided by a teller or through Online Banking or 24-Hour Telephone Banking.

19. Notice About Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



CENTRALbank

www.centralbk.com

399 Highland Avenue
Somerville, MA 02144
877-628-4440

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Electronic Funds Transfer Customer Agreement

Member FDIC

Member SIF