# **Colonial Federal Savings Bank**

**General Agreement.** The terms "you" and "your" refer to the depositor (whether joint or individual) and the terms "we," "us" and "our" refer to Colonial Federal Savings Bank. You understand the following Account Agreement governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Banking Disclosure Statement and Cardholder Agreement. By providing a written or electronic signature on any of the account opening documents, you and any identified account owners agree to the terms contained in this Account Agreement.

Changing this Agreement. We can change the terms of this Agreement or our Account Disclosures, the fees and charges listed in our Products, Services and Prices disclosure and/or any policy or procedure affecting your deposit account(s) at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. We will send notices involving changes to your deposit account(s) to the address on record for your deposit account(s). If any such notice is returned to us as undeliverable because you moved and did not inform us, the changes described in that notice are still binding to you.

# **Opening and Closing a Deposit Account**

**Eligibility**. To open a personal deposit account with us, you must be an individual using the deposit account for personal, family or household purposes.

You must be at least 18 years old to open a deposit account for which you are the sole owner. If you are less than 18 years of age, we may require a parent or legal guardian to be a joint owner on the deposit account. If you are a joint owner on a checking account with an individual under the age of 18, you agree to guaranty and indemnify us from any and all kinds of losses that may arise (either directly or indirectly) from the use or maintenance of the deposit account by the individual under the age of 18. You understand that such a guaranty and indemnification is absolute and unconditional for the full and punctual payment and performance of all obligations of the deposit account owner under the age of 18 and that it is not in any way limited by requirement of the Bank to first attempt to collect any amount of such obligation from the deposit account owner under the age of 18. We may also require you to sign additional documents regarding the guaranty and indemnification of such deposit accounts, and you agree to do so upon our request.

<u>Important Information About Procedures for opening a New Account.</u> To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. <u>What this means for you:</u> When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

We will obtain a Consumer Report About You. Prior to opening your deposit account we will process a consumer report. Pending the results of the consumer report we will either go forward with the account opening process, or you will be declined and provided an Adverse Action form. If you are provided with an Adverse Action form, we will not open your account. If the items reported within the consumer report are resolved, we may at our discretion open an account for you at a later date.

**Opening Your Account.** If you are an existing customer of Colonial Federal Savings Bank you may open a personal deposit account online, by mail, or in person at any one of our branches during regular operating hours. If you are not an existing customer of Colonial Federal Savings Bank, **you will need to open your personal deposit account in person at** any one of

our offices during regular operating hours. If you reside out of Massachusetts, the only product available to you is a Certificate of Deposit Account.

If you are an existing customer opening your account via the US mail, we will require you to sign and return all signature forms that have been mailed to you within 30 days of the account being opened. If we do not receive the signed forms back within the above timeframe, we may prevent further deposits or withdrawals until all signed forms have been received. If the signed forms are not received by us within 45 days of the account being opened, we may close the account.

We May Request New Documents. From time to time we may request additional information from you to protect your deposit account and our systems from potential risks. This information may include new sample signatures and other information that we must obtain under Applicable Law. You agree to assist us by promptly complying with any such request. You also agree to hold us harmless for refusing to pay or release funds or to take any other actions relating to your deposit account where the refusal is based on your failure to provide the signatures or documentation requested by us from time to time.

Certifying Your Taxpayer Identification Number. When you open a deposit account with us, we will request that you provide us with a certification of your correct TIN. Applicable Law requires that these certifications be given under penalty of perjury. If you do not provide us with such a certification, we are required to withhold a certain percentage of taxable interest, dividends and certain other payments that we make to you. This is commonly referred to as "backup withholding." You must provide us with your TIN even if you do not have to file a tax return and you must also certify that you are not subject to backup withholding. We are not required to open (and may close) a deposit account for you if you do not provide and certify your TIN, even if you are exempt from backup withholding and information reporting. We are required to report certain dividends, interest and other payments we make to you to the Internal Revenue Service. We include your TIN in those reports.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

Closing Your Account. Generally, your deposit account may be closed at any time by you or us without advance notice. However, we may require you to give us 7 days advance written notice when you intend to close your checking with interest, money market, savings accounts or certificate of deposit/time deposit accounts. If we close your deposit account, we will provide you with notice of such closure to the extent required by Applicable Law and mail a check for the proceeds of the account to the mailing address on record. If your account reaches a zero balance, we may (but are not obligated to) consider your deposit account closed. We may either return deposits, checks or other items that we receive after your deposit account is closed or, in the case of deposits, reopen the deposit account and accept the deposit, without our being liable to you. This Agreement continues to govern matters related to your deposit account even after your deposit account is closed. Closure of your deposit account by you or us will not release you from any fees or other obligations incurred before the closure, those you incur in the process of closing out your deposit account or your liability for outstanding items.

**Prohibition Against Illegal Use**. You may not use your deposit account or any other financial service we provide for any illegal purposes, including, but not limited to, the origination, receipt, or processing of illegal internet gambling transactions as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, and activities in violation of United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control ("OFAC"). In the event we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit such transaction and further we may close the deposit account or end our banking relationship.

## Types of Deposit Account Ownership and Products Offered

We offer many different types of deposit accounts to meet consumer needs. We may from time to time create new deposit products or discontinue existing deposit products. If we discontinue a product, unless we are required by Applicable Law, you will not receive notice. Discontinued deposit accounts may not appear on the most current Deposit Agreement or Account Disclosures.

**Single Account**. If this is a single account, all deposits are the property of the person indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from the person named on the account. The person named to the account is liable for the amount of any overdrafts that occur on the deposit account. Upon the death of the owner of a single account, the funds of the account will belong to the estate of the account owner.

**Joint, Trust, Fiduciary and Custodial Accounts.** You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

Joint Account. If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of who signed the item or benefited from the proceeds of the item. This account is held with right of survivorship. Upon the death of any of the account holders, the remaining owners' interest in the account immediately vests in the surviving joint account holder(s) as their separate property. Upon the death of all account owners, the funds will go to the last deceased owner's estate. We may use the funds to satisfy a debt or judgement of any person named on this account if ordered to do so by a court of law.

Any joint account owner(s) may appoint an attorney in fact or a trusted contact for the deposit account. We reserve the right to require the consent of all joint owners before allowing such an appointment. All appointments for an attorney in fact must be done in compliance with our Customer Identification Procedures (CIP).

One joint owner cannot remove another joint owner from the deposit account. Other than in the case of death, to remove a joint owner you must close the account and establish a new account.

**No Two-Signature Requirements on Accounts.** We do not offer accounts in which two (2) or more signatures are required. If you place any verbiage on either your checks or signed signature forms, or any other documents indicating that two or more signatures are required for the account, we will not be bound to those terms. We will continue to pay items or allow withdrawals from the accounts with only one authorized signature.

#### **Informal/Formal Trusts**

**Revocable Trust**. The trustee(s) or any one of them shall manage this account at their sole discretion and act until they have all deceased, at which time a designated successor trustee may act. If no successor trustee has been designated, the beneficiary becomes the sole owner of the account. If the beneficiary predeceases the trustee(s), the entire account shall be paid to the estate of the last deceased trustee.

The trustee(s) may revoke this trust or change the named beneficiary at any time without the knowledge or consent of the named beneficiary. Any trustee, may add funds to this account and the Bank may pay funds from this account to or on the order of any one of the trustees and has no responsibility to follow the application of the funds. Any trustee(s) shall have the power to borrow on the security of the account.

Written Trust Agreements (formal Trust). We allow a Trustee of a formal written trust to open a deposit account. To open an account we will require a copy of the Trust or a Certification of Trust, which states the name of the trust and the acting Trustee(s). You agree that by opening such a deposit account, you are holding us harmless from and against any actions either we or the Trustee takes on the deposit account that are done in reliance on the certification of trust or other documents that we requested when you opened the deposit account. We are under no obligation and have no duty to monitor the acts of any Trustee to determine whether such acts are being done in accordance with the written document. You understand and agree that we will not be liable to you if the Trustee(s) exceeds their powers or otherwise does not comply with the written instructions of the Trust.

Custodial Account. If this is a custodial account it is subject to applicable law as adopted by the state in which the account is opened. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfer to Minor Act". There may be only one custodian and one minor as beneficiary for each minor account. We have no duty to monitor the acts of the Custodian or otherwise ensure that their acts are for the benefit of the minor and/or are otherwise permissible under the UTMA. We have no liability if the Custodian exceeds their authority under and/or fails to comply with the UTMA. You understand and agree that we will not be liable to you if the Custodian exceeds their powers or otherwise does not comply with the written instructions of the Trust.

**Power of Attorney.** If you wish to name an attorney in fact (power of attorney), we will require the original Power of Attorney document. A copy of this document will be taken and maintained for our records. We may also from time to time require you to sign additional documentation certifying that the power of attorney is still in effect. We will allow the appointed attorney in fact to transact in accordance with the Power of Attorney document until we have received: a signed authorization of revocation, notification of the principal's death or incapacity (unless the Power of Attorney specifies otherwise), or a new Power of Attorney document superseding the existing document. We will not be liable for the misappropriation of funds from your deposit account by your attorney in fact (power of attorney).

Other Appointed Fiduciary Appointments. If a person has been appointed in a legal capacity such as, guardian, conservator or personal representative, the Bank must be provided with the original court document authorizing the Fiduciary to act in the Fiduciary capacity. We will rely on the documents provided to us, until written notice is received revoking this authority. We will not be liable for the misappropriation of funds from your deposit account by your Fiduciary. You agree that the Bank will not be liable if the Fiduciary fails to comply with the written terms of their agreement. The Bank is not responsible for enforcing the terms and conditions of the documents it has received.

**Trusted Contact Authorization.** If you elect to provide Trusted Contact information, you are allowing us to communicate verbally and in writing with the person(s) named on the applicable Trusted Contact form.

You agree that the Bank may call the Trusted Contact if there are questions or concerns about your whereabouts or health status; if we suspect you are a victim of fraud or financial exploitation; we suspect you may not be able to handle your financial affairs; to confirm the identity of a legal guardian, personal representative, trustee or power of attorney; if we have other concerns or are unable to contact you about your Account(s). The Bank may also contact the Trusted Contact for any of the above reasons on accounts for which you are acting in a fiduciary capacity.

You further agree that the Bank has no obligation to communicate with the designated Trusted Contact. The Trusted Contact authorization does not allow for the Trusted Contact to make financial decisions or transact on any accounts on your behalf. You may change or revoke the Trusted Contact at any time. The change or revocation will take place only when the Bank has received such notice in writing. All Trusted Contacts must be a minimum of 18 years of age. If an Account has more than one owner, any one of the owners has the ability to designate a Trusted Contact. The Bank will honor all designations provided to us by any account owner.

The Bank will not be held liable for information shared with the Trusted Contact. The Bank will not be held liable for claims, causes of action, damages, losses, expenses, costs, and liabilities of any kind that may arise out of, relate to, or are in connection with the release of or failure to release account information to the Trusted Contact.

#### **CHECKING AND NOW ACCOUNTS**

**Checking Accounts.** Your account will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure for this account. You can make withdrawals from this account by writing a check, at an ATM or by other electronic means. A service charge may be assessed; please see the Products, Services and Prices Brochure for further fee information.

Checks: You agree that we may pay checks drawn on your account that are presented to us for payment, regardless of the date of the check, including postdated checks. We may pay checks that are presented more than six (6) months after the date of the check and are not subject to a current stop payment order, but we are not obligated to do so.

You are required to notify us immediately if any check is not delivered or is lost or stolen. All items must be endorsed exactly as drawn. You will be liable for any losses or delays caused by nonconforming endorsements or by the marks on the back of a check that make our endorsement or any other bank's endorsement difficult to read.

# **MONEY MARKET ACCOUNTS**

**Money Market, Tiered Money Market and High Yield Reserve Accounts.** You can withdraw from these accounts by writing a check, submitting a request by mail, at an ATM or by other electronic means. A service charge may be assessed; please see our Products, Services and Prices Brochure for further fee information.

#### **SAVINGS ACCOUNTS**

**Statement Savings Account**. You can make withdrawals from this account in person or by mail by using a withdrawal slip or written request, at an ATM or by other electronic means. A service charge may be assessed; please see the Products, Services and Prices Brochure for further fee information.

**Passbooks.** You can make withdrawals from this account in person or by mail using a withdrawal slip or written request. Your passbook must be present for all withdrawals whether in person or by mail. If your passbook is lost or stolen, immediately notify us by calling during regular business hours.

**Savings Builder Account.** You may make withdrawals from this account in person or by mail using a withdrawal slip or written request. In order to maintain this account you must have a monthly automatic deposit.

#### CERTIFICATE OF DEPOSIT/TIME DEPOSIT ACCOUNTS

**Account Terms.** The Certificate bears interest at the rate set forth on the Certificate. The terms of the Certificate, such as the interest rate, Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. Withdrawal of interest prior to maturity will affect the APY.

**Withdrawal Prior to Maturity.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the funds prior to the maturity date at our discretion or as otherwise described in the Account Disclosures.

**Additional Deposits During the Term.** No additional deposits will be allowed to this account during its term unless otherwise described in the Account Disclosures.

**Early Withdrawal Penalty.** Unless provided otherwise in the Account Disclosures, we will assess an early withdrawal penalty on any partial or total withdrawal that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Account Disclosures.

**Renewal.** Our Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for the same time period and subject to the same terms and conditions. Interest for that renewal term will be paid at the interest rate offered at the time of maturity. The grace period following a maturity is 10 calendar days from the date of maturity. If you close the Certificate within the grace period following the maturity date, you will not be charged an early withdrawal penalty for that withdrawal. If the account is closed within the grace period, accrued interest will be forfeited.

**Deposits to your Account.** Deposits to any of your personal deposit accounts may be made in person or by mail. Night deposit chutes are also available at select branch locations. If you have been issued an ATM/Debit MasterCard, you may make deposits at our ATM locations that accept deposits. If you have signed up for online banking and have downloaded our mobile app, you may make check deposits using your mobile device.

We will not be responsible for mailed transactions until we have received and recorded them. We may, at our sole discretion, refuse to accept any instruments presented for deposit. Reasons for refusal could be but are not limited to; the endorsement is not as the check reads or the check is missing an endorsement(s). Cash and coin deposits are credited to your account according to our Funds Availability Disclosure. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and may adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of the amount from you. Funds deposited to your account are available in accordance with the Funds Availability Disclosure.

If you have a Passbook Savings Account, we request that you present the passbook for each deposit to the account, although it is not required. It is recommended to update the passbook periodically to maintain an accurate account history.

Check Endorsements. In order to process your check items in a timely manner, be sure to endorse your items correctly. All endorsements on the reverse side of any check issued to you must be placed on the left side of the check and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check. Do not sign in any other area of the check as that space is used for processing. It is your responsibility to ensure that this requirement is met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

If you are depositing your item via Mobile Banking, you must endorse your check item on the back as well as write "For Mobile Deposit Only". If either of these endorsements are missing from the deposited item, the deposit will be denied and returned to you. Please refer to your Mobile Deposit Agreement for examples of checks that we will not honor using your Mobile Deposit application.

**Direct Deposits.** You agree that we may reverse any direct deposit that is made to your deposit account without prior notice to you at any time if, the credited amount is posted incorrectly, the deposit is a duplicate entry, you are not entitled to the funds or you were not the named receiver of the deposit. Direct deposits, including Federal Benefit payments, received after the death of the intended payee may be returned to the sender. This right is in addition to any other rights that we may have under this Deposit Agreement or any Applicable Laws.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with the provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited item or for any damages resulting from any of those actions.

**Foreign Check Deposits.** A "foreign check" is a check drawn on a bank out of the United States. A foreign item may be payable in U.S. dollars or in foreign currency. "Foreign currency" is any currency other than United States dollars. We will accept foreign checks for deposit; you are responsible for any processing fees or charges and any loss relating to the item, including but not limited to risk of loss in transit, the risk that the item may be returned unpaid, and the risk of changes in currency exchange rates.

Foreign items are not subject to some U.S. laws and regulations. For example, foreign items are not covered by funds availability laws, and we are not required to credit your account for the amount of the foreign item until we have collected funds for it. If the item is returned unpaid or charged back to us after we have credited your account for the item, you agree to reimburse us for the funds and we may reverse the credit to your account or otherwise charge the amount of our loss to any account you maintain with us.

Foreign items are mailed into the Federal Reserve Bank for collection. The exchange rate is handled by the Federal Reserve Bank and not by us. Any adjustments received by us from the Federal Reserve Bank in connection with your deposited foreign check, will be adjusted to your account accordingly.

**Return of Deposited Items**. If a check item you have negotiated by means of deposit or cashing, is returned to us for any reason, we will debit your account the amount of the check and any applicable fees disclosed in our Products, Services and Prices Brochure. If an item that was paid is later returned by the bank it is drawn on as forged, altered, or unauthorized, or if it should not have been paid for some other reason, we will debit your deposit account for the amount of the item.

We may at our discretion redeposit an item negotiated by you that is returned to us as unpaid. You agree that if we decide to redeposit this item for collection on your behalf you hold us harmless for any losses you may incur relating to the redepositing of this item.

**Freezing Your Deposit Account.** If we suspect there is irregular, unauthorized or unlawful activity occurring on your deposit account, we may place a hold or freeze your account while an investigation takes place into the suspected transactions. Freezing your deposits is not associated with our Funds Availability procedures, but is an effort by us to prevent you or us from incurring any losses related to possible fraud on the account. If this action is to occur we will provide you with notice that may be required by Applicable Law.

Withdrawals on your Account. The rules for making withdrawals vary according to the type of account you have. Withdrawals from any of your personal deposit accounts can be made at any of our branches. Other methods of withdrawal may also be available to you depending on the account type. We may refuse requests for transfers or withdrawals that are not within our daily withdrawal procedures or exceed the funds available in your deposit account. See our Funds Availability Disclosure for when funds are made available for withdrawal.

**Checks.** All checks presented for payment against your account must be in a format that can be processed. We may refuse to pay any item that does not meet check formatting standards.

**Electronic Checks.** Electronic Checks or e-checks are treated the same as paper checks for collection and processing purposes. These types of checks may be created when paying by telephone or online.

**Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states." This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the check(s) that you receive back from us may be substitute check(s).

**Stale or Postdated Checks.** We reserve the right to pay or dishonor a stale check which is more than 6 months old without prior notice to you. If you write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the due date, it may be paid by us. We are not liable for paying any stale or postdated checks.

**Stop Payments on Your Account.** Stop payments cannot be placed on transactions in which you have provided your ATM/Debit MasterCard as the means of payment. Stop payments can be placed on the following transaction types.

**Stop Payments on a Check.** If you place a stop payment on a check, you agree to hold us harmless for the amount, expenses and costs incurred on your account for refusing payment of said check, and you further agree not to hold us liable if through inadvertence or accident the item is paid on your account. If a duplicate check is issued or if the original check is returned, you agree to notify us promptly. A written stop payment order is binding for 6 months unless renewed in writing and an oral stop payment order is effective for 14 days, unless confirmed in writing within that period.

**Stop Payment on an ACH**. If the payment being stopped is an ACH transaction, you agree to hold us harmless for the amount, expenses and costs incurred on your account for refusing payment of said ACH, and you further agree not to hold us liable if through inadvertence or accident the item is paid on your account. The request to stop payment on an ACH must be received at least three (3) business days before the scheduled debit(s) or in time to give us reasonable amount of time to act upon the stop. We may require written confirmation of the revocation with the third party in which the stop is being placed within 14 calendar days from the date of the signed stop. If we do not receive the written confirmation then we may honor subsequent debits. The stop payment will remain in effect until a written revocation is received by you or payment of all entries related to the request have been stopped, whichever occurs first.

**Stop Payments on Official Checks**. You are not permitted to place a stop payment order on official checks. If an official check has been lost, stolen or destroyed, we will require you to provide a declaration of lost/stolen/destroyed official check affidavit. You acknowledge that the signed affidavit is not enforceable for 90 calendar days after the issuance of the check listed on the affidavit. We will require that you wait 90 calendar days

before we issue a replacement check. We will not be liable to you for paying the original item if it is presented for payment within the 90 calendar day period.

**Liability.** You agree to hold us harmless from and against any and all claims, demands, liabilities, losses and damages (including, without limitation, costs and expenses of litigation and reasonable attorneys' fees) arising directly or indirectly from your account, provided we have exercised ordinary care pertaining to the matters that have given rise to any such claims, demands, liabilities, losses or damages.

You agree that we will not be responsible and will incur no liability to you for any direct damages that you may incur as a result of our failure to perform properly, or of any delay by us in performing, our obligations regarding your account, if such failure or delay results from any cause beyond our control. You agree that we will not be responsible and will incur no liability to you for any indirect punitive, special, or consequential damages under any circumstances.

**Posting**. At the end of each business day, we process and post the transactions that have occurred on your account since the previous business day. When we post transactions we credit deposits and debit withdrawals as they are presented. Transactions are posted to your account in the order in which they are received.

**Standard of Care.** We use an automated system in the processing of checks in order to handle a high volume of items at the lowest possible cost to you.

You agree that, to the extent such systems are comparable to those used in the general banking industry, their use will constitute ordinary care and we will not be liable to you for forgeries or alterations not detected by such systems. You also agree that the exercise of ordinary care will not include detecting forgeries or alterations that could not be detected by an ordinary person acting with reasonable care.

**Safeguarding Your Checks.** You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any such checks are lost, stolen, destroyed, or otherwise unaccounted for.

**Signatures.** The signature form contains your signature specimen. So long as it resembles the signature specimen in our files, your signature authorizes us at any time to charge you for all checks, drafts, or other payment orders that are drawn on your account, regardless of by whom or by what means the signature may have been affixed. For withdrawals and for other purposes relating to any account you have with us, we are authorized to recognize your signature and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

**Facsimile Signatures.** If your checks are signed with the use of any facsimile signature or other non-manual form of signature, you acknowledge that the use of such signature is solely for your benefit and convenience. You accept sole responsibility for maintaining the security over any device for affixing such signature. Such signature will be effective as your signature regardless of whether the person affixing the signature was authorized to do so. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling the signature of an authorized signer on file with us, regardless of by whom or by what means the actual or purported signature was affixed to the item.

**Set-offs and Liens.** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a joint account, we may offset funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

Claims. In response to any garnishments, attachment, restraining order, injunction, levy, citation to discover assets, judgement, reclamation, other order of court or other legal process (claims), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third party(ies) any amount on deposit in your account(s) as set forth in and required by such claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the claim(s) or as otherwise set forth in the disclosures.

**Expenses.** You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

**Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

**Insufficient Funds and Overdrafts.** If an item is presented for payment and your account has insufficient funds to charge your account, we may (1) return the item, or (2) pay the item at our discretion and charge an NSF or Overdraft fee. Each subsequent presentment of the original item that was returned unpaid, will also incur a fee if funds are still insufficient at the time of re-presentment. Transactions are posted to your account in the order in which they are received. For fee information please see our Products, Services and Prices Brochure.

#### Overdraft Products: The Bank offers two Overdraft Products:

<u>Overdraft Protection</u>: This product coincides with another Bank account held with us. A signed authorization is required to enroll in this product. The overdraft protection is a nightly process, in which only enough funds from the secondary account are transferred to bring the primary account balance to zero. The fee associated with this process is deducted from the secondary account. Overdraft Protection does not allow for overdrafts to occur on ATM/Debit MasterCard purchases when funds are insufficient. Fees associated with this product are listed in our Products, Services and Prices Brochure.

Overdraft Privilege: This product is a discretionary service offered to customers with eligible personal checking accounts. You do not have to apply for Overdraft Privilege as it is already a part of your Checking Account agreement with us. This service allows us to pay overdrafts for checks, automatic bill payments and other transactions made using your checking account. We do not pay overdrafts for ATM and everyday debit card transactions unless you opt-in and complete an additional authorization for us to pay such transactions. See our Overdraft Privilege Brochure for further information and our Products, Services and Pricing Brochure for associated fees.

Amendments and Alterations. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the address on file and only one notice will be given in the case of joint account holders.

**Certification of Beneficial Owners.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

**Online or Mobile Services.** If you open an account or obtain a product or service from us using our online or mobile services, we will record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

Transfers and Assignments. You cannot assign or transfer any interest in your account.

**Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code-Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary 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. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any Regional Payment Association, and the rules of any other systems through which the entry is made.

**Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we don't receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice of Receipt**. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it will be subject to review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification. This may result in delayed or suspended settlement, posting and availability of funds.

**Statements.** We issue statements for all accounts other than Passbook Accounts. Your statement will be provided to you by mail or electronic means, monthly, quarterly, or annually depending of the type of account you maintain with us. You agree to examine all statements and any other accompanying items promptly upon receipt and notify the Bank immediately if you discover any unauthorized signatures, alterations, or other errors with your statement and provide all relevant facts and documentation. Your failure to notify the Bank promptly of any discrepancies may affect your ability for reimbursement of any losses you may have incurred. Unless applicable law requires a longer period of time, you must notify the Bank within 30 days after we have mailed or otherwise made the statement available to you of any

discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic funds transfer, the provisions of our disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or our records have an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**Restrictive Legends.** We are not required to honor any restrictive legend on checks you write. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

**No Waiver**. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall not affect or preclude our future exercise of that right, remedy, power or privilege.

**Lost or Stolen Passbooks.** If your passbook is lost, stolen or destroyed, we will ask you to complete a Lost Passbook Affidavit. This form must be signed by all account owners in the presence of a Bank Employee or in the presence of a Notary Public. Once the form is completed, the funds can be paid out or transferred into a new account. There will be a fee associated with the loss of the passbook. See our Products, Services and Prices Brochure.

**Dormant Accounts.** You understand that if your account is dormant, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be remitted (escheated) in accordance with state law.

**Abandoned Property.** We are legally required to send funds from all "abandoned" accounts to the state's treasurer's office. The applicable state law under which abandonment is determined (and the state to which abandoned funds are sent) is usually the state listed in the address you have specified for the account. In Massachusetts an account is considered abandoned when there has been no customer initiated activity for a period of 3 years, (other state's timeframes may vary) and no customer contact during that time. Since abandonment is determined based on customer initiated activity, actions by the Bank, (such as paying interest, processing automated deposits for withdrawals or sending notices) do not keep an account from becoming abandoned property.

State abandoned property laws apply to all accounts, including Checking, Savings, Money Market and Certificates of deposit, as well as all treasurers' checks, batch checks, money orders or other checks issued by the Bank.

A certificate of deposit account is deemed abandoned if no written communication is provided to the Bank by the account holder within 3 years after the maturity date of the first (1st) automatic renewal of that CD.

After we turn abandoned funds over to the state, we have no further liability to you for the funds. You can usually reclaim the funds by filing an application with the appropriate state agency.

Unless prohibited by applicable law, we will charge an abandoned property fee to your account to cover our costs of sending notices, processing the account and remitting the funds to the state. Even if the time period for abandonment has not passed, if we consider your account to be inactive, we may stop sending statements, charge your account a dormant account fee and otherwise suspend activity on your account until you contact the Bank to reactivate the account.

## **Important Information about Your Checking Account**

**Substitute Checks and Your Rights** 

#### What is a substitute Check?

To make check processing faster, federal law permits banks to replace original check with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just as you would use the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks form us. The rights in this notice do not apply to original checks or electronic debits to your account. However, you do have rights under other law with respect to those transactions.

# What are my rights regarding substitute checks?

In certain cases, federal law provides for a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, a Returned Item fee).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to the amount of your claim or \$2,500, whichever is less (plus interest, if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund, if any (plus interest, if your account earns interest), not later than 45 calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we are able to later demonstrate that the substitute check was correctly posted to your account.

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please write us at Colonial Federal Savings Bank, Attn: NOW Dept., 15 Beach Street Quincy, MA 02170, or call 617-471-0750. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) either the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

#### Your claim must include:

A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect) An estimate of the amount of your loss.

An explanation of why the substitute check you received is insufficient to confirm that you have suffered a loss.

A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check, and the date the check was posted on your statement.

## **General Terms and Conditions Governing Deposit Accounts and Account Services**

If You Owe Us Money - "Set-Off"

If you ever owe us money and it is due, we will to the extent we have the right under the law or under an agreement with you, will use the money from any of your accounts with us (including joint accounts) to pay the debt, even if withdrawing the money results in an interest penalty to you. If your joint account holder owes us money and it is due, we may also use the money from your joint account to pay the debt. The use of your funds to pay a debt owed by you or your joint accountholder is referred to as our right of "set-off."

Any garnishment or levy against your account is subject to our right of set-off within applicable laws.

**Collection.** If we ever have to engage in any collection activities, including the filing of a lawsuit, to collect what you owe us, you will pay our reasonable expenses, including attorneys' fees.

**Business Days.** The Bank's business days are Monday through Friday, excluding state and federal holidays.

**Notices.** You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you by mail is effective when mailed to the address on file. Electronic notices sent to you are effective when emailed to the email address on file.

**Closing Your Account.** Either you or we may close any of your deposit accounts or terminate any service provided in connection with an account at any time, without advance notice.

A decision by you or us to close an account or terminate a service will not affect our existing obligations to each other, including your obligation to pay any fees or charges incurred prior to termination.

**Reporting Information.** We have the right to report information about your account or any service provided to you to any consumer reporting agency or to anyone you give our name to as a reference.

What Law Applies. Your deposit accounts, the services we provide in connection with them, and all the agreements between you and us relating to those accounts and services will be governed by federal laws and by the laws of the state in which the account was opened. An account opened online or through any other electronic access we make available will be deemed to have been opened in the Commonwealth of Massachusetts. If there is any conflict between our agreements and applicable federal and state laws, the affected agreements will be changed to the extent necessary to comply with those laws.

**Evidence.** If we go to court for any reason, we can use a copy of any document to prove what you owe or that a transaction has taken place, and the copy will have the same validity as the original. We may maintain our records and produce a copy of any document by any method that accurately reproduces the original, including (but not limited to) photography, microfilm, microfiche, and optical imaging.

# **Our Right to Change This Information**

We can change these rules or any of our agreement with you at any time. If we change the rules on the frequency of compounding or crediting interest, grace periods, or minimum balance requirements, or if we change any of our fees, charges, or penalties that we are required to include in this brochure by applicable law and the change is unfavorable to you, we will send you a notice at least 30 calendar days before the change becomes effective for your account. We do not have to notify you in advance, however, if the change is necessary for security reasons or if the change is favorable to you.

During the term of a Certificate of Deposit Account, we will not change the rules on the frequency of compounding or crediting interest or, the minimum balance requirements that apply to the account or the rate of interest or annual percentage yield (unless you have been notified that the account is subject to a variable rate of interest).

If we change any of the other information that we are required to include in this brochure by applicable law, we will either send you a notice or post a notice in our main office and in all our branches.

If there is a conflict between any of the information in this brochure and something said by one our employees, the terms of this brochure will control. You agree to this method of settling any differences.

No waiver by us of any term of our Agreement with you on any one occasion will constitute a waiver of such term on any other occasion.

**Telephone and Electronic Communication.** Any time you provide us with a telephone number (including a landline, cellular, VOIP, or any other form of telephone device), you are expressly consenting that we may use that number to contact you and that we may allow service providers who assist us in providing account service to you to use that number to contact you. We may contact you by any method, including prerecorded call, texts, and other methods, even if you may incur charges from your phone provider when we do. We may contact you about any account or service you have with Colonial Federal Savings Bank (such as with fraud alerts for a debit card or a payment due notice for a loan, other concerns regarding your accounts held with us).

Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

You may revoke your consent to be called by the Bank by contacting us in any of the ways listed at the end of this document. However, certain services can be offered only if we can call you. We may close your account or terminate individual services if we do not have a current number at which we are authorized to call you.

#### **Truth in Savings Disclosures**

A Truth in Savings Disclosure will be provided to you at account opening. This disclosure will reflect the interest rate and annual percentage yield at the time of account opening. It will list how interest is paid and calculated, the minimum balance to open, the minimum balance to avoid a service fee as well as any penalties that may be assessed in connection with the type of account opened.

# **Funds Availability Policy**

A Funds Availability Disclosure will be provided to you at account opening. Please contact the Bank if you require a new copy of this disclosure.

## Electronic Payments, Deposits, Transfers, and Wire Transfers

From time to time, you may authorize someone other than us (a "third party') to transfer money electronically to your Passbook Savings Account, or to or from your Checking, Money Market or Statement Savings Account. For example, you can make an electronic payment of any amount you owe (such as a monthly mortgage payment) by authorizing a third party to transfer the payment amount from your account electronically. You can receive "electronic deposits" of amounts owed to you (such as salary payments or Social Security benefits) if you instruct the third party to deposit the payments into your account electronically.

You may also use our telephone banking service to transfer money between any of your Statement Savings, Checking or Money Market Accounts and make loan payments to your loans held with us.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or bills. Some businesses use a procedure to convert checks that are drawn on your account with us into electronic debits. The business passes your check through a machine that captures the account and routing numbers, check amount, any other relevant information, and then either returns the check to you or destroys it. An electronic debit for the transaction amount is then sent to us. When we receive the electronic debit we charge it to your account immediately. So to avoid an overdraft you must have enough available funds in your account to cover the amount of the check at the time you authorize the transaction. Since the check is not sent to us for processing, we do not have a copy of your check. You should retain the check for your records if the business returns it to you. These electronic debits are listed on your account statement and will reflect the check number if that information was provided to us by the business.

## Which Electronic Payments, Deposits, and Telephone Transfers We Will Honor

We will honor electronic payments, electronic check conversions (which are checks that are converted to an electronic item by the payee), and deposits if the transactions are properly presented through the ACH system or if they are properly presented by a third party with whom we have an agreement to honor them, provided that;

In the case of an electronic payment, the account from which funds are being transferred is not a Passbook or Certificate of Deposit Account and you have enough available funds in your account, free of legal restrictions, to cover the payment or you have available overdraft or;

In the case of an electronic deposit, we receive good funds and the deposit is not reversed by the third party

You may process telephone transfers by using our Telephone Banking number 888-865-5507. The Bank will not transfer funds on your behalf by telephone request.

**Notice of Receipt of ACH Items.** Under the operating rules of the National Automated Clearing House Association (NACHA) that are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item. However, we will continue to notify you of the receipt of payments in periodic statements we provide to you. NACHA requires receiving depository institutions to perform additional handling of electronic deposits or electronic payments originated from or through another country, which may cause posting delays.

**Provisional Payment.** Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank, if we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you the amount of such entry.

**Liability for Unauthorized Electronic Payments or Telephone Transfers.** You will be liable for unauthorized electronic payments or telephone transfers from your deposit account to the extent allowed by applicable federal and state laws and this Agreement.

Tell us immediately if you believe that any device you use to authorize electronic payments or telephone transfers has been lost, stolen, or used without your permission. A device means a card, code or other means of access to your account, or any combination thereof that may be used by you to initiate electronic fund transfers. Contacting us by telephone is the best way to limit your possible losses. Our contact information is found at the end of the Deposit Agreement under, "How to Contact Us".

If someone uses your device without your permission for a transaction from which you receive no benefit, and you have not yet notified us of the loss or theft of your device, you could lose the amount of the unauthorized transaction or \$50, whichever is less.

You should tell us immediately if your statement shows transfers that you did not make. If you do not tell us within 60 calendar days after the statement was sent to you, you will not get back any money you lost, if we can prove that we could have stopped someone from taking the money if you had told us within 60 calendar days.

If extenuating circumstances (such as a long trip or hospital stay) kept you from telling us, we may at our discretion, reasonably extend the time period beyond 60 calendar days.

**Transactions That We Do Not Complete.** If we do not complete a transaction to or from your account on time or in the correct amount according to this Agreement, we will be liable for losses and damages. However, there are some exceptions. We will not be liable, for instance, in the following situations, if through no fault of ours:

You do not have enough money in your account to make the transfer, or if the transfer will go over the overdraft privilege limit (if the account is a qualifying account).

Your overdraft protection companion account (if you have enrolled) has insufficient funds.

Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

A technical malfunction exists on the transaction date.

Funds are subject to a legal process or other encumbrance restricting such transfer.

Any other specific exceptions stated in this Deposit Agreement are applicable.

**Disclosure of Information about Your Account.** In order to protect your privacy, we will not disclose any information about your account to any third party, except in the following instances:

Where the other person is a party to the transfer, or where it is necessary for completing the transfer.

Where the other person is authorized by law to have access to our records in the course of their official duties.

To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.

To comply with a court order or lawful subpoena.

To an auditor, attorney, or collection agent for the Bank.

To a Bank service provider for the purpose of servicing your account.

To a Trusted Contact if you have authorized one.

If any other disclosure is made, we must inform you within 3 calendar days after we discover that it has occurred.

In Case of Errors or Questions About Your Electronic Transfers. Telephone or write to us at the contact information at the end of this Deposit Agreement. You can also complete a secure "Contact Us" form found on our website. Contact us 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 calendar days after we sent you the first statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or transfer you are unsure about, and clearly explain why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

Tell us a telephone number at which you can be reached in case we need further information.

If you notify us orally, we require you to send us your complaint or question in writing within 10 business days. We will report to you the results of our investigation within 10 business day after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate you complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within 10 business days, we may not credit 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 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment) 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 such third party to pursue the matter further.

In Case of Errors of Questions about Foreign Electronic Funds (Remittance) Transfers. This notice applies to problems with remittance transfers that are covered by the error resolution process under federal law. "Remittance Transfers" are electronic fund transfers of more than \$15 that you instruct us to make primarily for personal, family, or household purposes and that are to be received by a payee outside the United States. Subject to certain limitations, the following errors and problems are generally covered:

The wrong amount was charged to your account.

The beneficiary received the wrong amount.

The beneficiary did not receive the funds.

The funds were not available to the beneficiary by the date of availability we disclosed to you.

### Automated Teller Machine, Debit Card, and Point of Sale (POS) Transactions

This section explains how to use your Colonial Federal Savings Bank ATM/Debit MasterCard and sets forth your rights and responsibilities with respect to those cards.

**Use of the Card**. Your Colonial Federal Savings Bank ATM/Debit MasterCard can be used in stores, online, as well as at ATMs.

The card can be linked up to 10 accounts; these accounts must be statement accounts and cannot be Certificate of Deposit Accounts. You will have one primary account, which will be used for all debit purchases, the secondary accounts can only be accessed at the ATMs.

# **Point of Sale Transactions (POS)**

# There are two types of POS transactions:

PIN transactions

PIN transactions are transactions made at a merchant with your ATM/Debit MasterCard when you enter your PIN. PIN purchases can be made at merchants that allow for PIN based transactions.

#### **Non-PIN Transactions**

Non-Pin transactions are transactions made at a merchant with your ATM/Debit MasterCard in which you do not enter your PIN. When in person, you may be required to sign a receipt to conduct a Non-PIN transaction. Non-PIN purchases can be made at merchants displaying the MasterCard® logo.

Typically a POS transaction for which you enter a PIN will be processed on a PIN based network and a POS transaction for which you sign a receipt will be processed on a signature based network. However, in some cases, merchants may use PIN based networks for signature transactions and signature based networks for PIN transactions.

ATM and POS transactions are debited from your daily limits and your available balance based on the authorization request received from the merchant and the final amount is posted to your account when the transaction has settled.

**Daily Limits.** We limit the daily transaction amounts to \$500 a day for ATM withdrawals and \$500 a day for POS/Debit transactions. If the account is a Student Checking Account, the limits are \$250.00 a day for ATM withdrawals and \$250.00 a day for POS/Debit transactions.

Stop Payments cannot be placed on POS transactions. If you authorize a third party to withdraw from your account for a single transaction or on a scheduled basis using your ATM/Debit MasterCard information, you would need to contact the merchant to withdraw your authorization.

**Receipts and Account Statements.** You will receive a receipt for transactions made with your ATM/Debit MasterCard, if you so choose. However, receipts are not required to be provided for transactions of \$15 or less. You will also receive an account statement for each monthly period during which there is an ATM or POS transaction involving your account, unless the statements are returned because of an incorrect address. Otherwise, you will receive an account statement at least quarterly. If you are not receiving statements regularly, you should contact us. The contact information is provided at the end of this Deposit Agreement.

**Proof of Transfer.** Any documentation provided to you that indicates an electronic fund transfer transaction was made shall be admissible as evidence of the transaction and shall constitute prima facie proof that the transaction occurred.

In Case of Errors or Questions About Your ATM and POS Transactions. Telephone or write to us at the contact information provided to you at the end of this Deposit Agreement. You can also complete a secure "Contact Us" form found on our website. Contact us 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 calendar days after we sent you the First statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or transfer you are unsure about, and clearly explain why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

Tell us a telephone number at which you can be reached in case we need further information.

If you notify us orally, we require you to send us your complaint or question in writing within 10 business days. We will report to you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate you complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within 10 business days, we may not credit 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 day to credit your account for the amount you think is in error. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment) 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 such third party to pursue the matter further.

**Liability for Unauthorized Transactions.** You will be liable for unauthorized use of your ATM/Debit MasterCard and PIN at an ATM or for POS purchases to the extent allowed by applicable Federal and state laws and this Agreement.

Tell us immediately if you believe your ATM/Debit MasterCard or PIN has been lost, stolen, or used without your permission. Telephoning is the best way to limit your possible losses. Telephone or write to us at the telephone number or address listed at the end of this Deposit Agreement.

If someone uses your ATM/Debit MasterCard or PIN without your permission for a transaction from which you receive no benefit, you could lose the amount of the unauthorized transaction or \$50, whichever is less.

You should tell us immediately if your statement shows transfers that you did not make. If you do not tell us within 60 calendar days after the first statement on which the error occurred, you may not get back any money you lost after the 60 calendar days if we prove that we could have stopped someone from taking the money if you had told us in time.

If extenuating circumstances (such as a long trip or hospital stay) kept you form telling us, we may, at our discretion, reasonably extend the time period beyond 60 calendar days.

**Transactions That We Do Not Complete.** If we do not complete a transaction to or from your account on time or in the correct amount according to this Agreement, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance, in the following situations, if through no fault of ours:

You do not have enough money in your account to make the transfer, or if the transfer will go over the overdraft privilege limit (if the account is a qualifying account).

Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

The ATM or POS machine was not working properly and you knew about the breakdown when you started the transaction.

The ATM where you are making the withdrawal does not have enough cash.

Funds are subject to a legal process or other encumbrance restricting such transfer.

Any other specific exceptions stated in this Deposit Agreement are applicable.

**Disclosure of Information About Your Account.** In order to protect your privacy, we will not disclose any information about your account to any third party, except in the following situations:

Where the other person is a party to the transfer, or where it is necessary for completing the transfer.

Where the other person is authorized by law to have access to our records in the course of their official duties.

To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.

To comply with a court order or lawful subpoena.

To an auditor, attorney, or collection agent for the Bank.

To a Bank service provider for the purpose of servicing your account.

To a Trusted Contact if you have authorized one.

If any other disclosure is made, we must inform you within 3 calendar days after we discover that it has occurred.

**Terminating Your ATM/Debit MasterCard Agreement.** You can terminate this Agreement at any time by notifying us in writing and by no longer using your ATM/Debit MasterCard. Termination will not affect your obligations under this Deposit Agreement, even if we allow any transaction to be completed with your ATM/Debit MasterCard after this Agreement has been terminated.

**Inactive Cards.** We may inactivate your ATM/Debit MasterCard if it has not been used at an ATM or POS terminal for an extended period of time or if the designated account(s) become inactive or closed. If we inactivate your ATM/Debit MasterCard, the card will no longer be accepted for any transaction. To obtain a new ATM/Debit MasterCard you must reapply. We may charge a reissuance fee for the replacement ATM/Debit MasterCard.

**ATM and POS Charges by Third Parties.** You may be charged a fee by the owner or operator of an ATM or POS terminal and by the network that completes the transaction. We cannot control the amount of such fees. Read posted or onscreen notices carefully to determine whether such fees will be imposed at a particular ATM or POS terminal and if so what the amount of the fee will be.

**International ATM/POS Transactions.** You are responsible for all fees associated with authorized transactions processed through a merchant outside of the United States, even if you are not physically present at the foreign merchant when the authorized transaction is processed.

**Service Charge and Fee Information.** You agree to pay any fees that apply to your account. These fees may change from time to time. A list of our current fees are disclosed in our Products, Services and Prices Brochure.

#### **Consumer Protection Information**

Avoiding Fraud or Scams. The following information has been taken from the FTC (Federal Trade Commission)

# Four signs that it's a scam

- 1. Scammers PRETEND to be from an organization you know.
  - Scammers often pretend to be contacting you on behalf of the government. They might use a real name, like the Social Security Administration, the IRS or Medicare, or make up a name that sounds official. Some pretend to be from a business you know, like a utility company, a tech company, or even a charity asking for donations.
  - They use technology to change the phone number that appears on your caller ID. So the name and number you see might not be real.
- 2. <u>Scammers say there's a PROBLEM or a PRIZE.</u>
  - They might say you're in trouble with the government. Or you owe money. Or someone in your family had an emergency. Or that there's a virus on your computer.
  - Some scammers say there's a problem with one of your accounts and that you need to verify some information. Others will lie and say you won money in a lottery or sweepstakes but have to pay a fee to get it.
- 3. <u>Scammers PRESSURE you to act immediately.</u>
  - Scammers want you to act before you have time to think. If you're on the phone, they might tell you not to hang up so you can't check out their story. They might threaten to arrest you, sue you, take away your driver's or business license, or deport you. They might say your computer is about to be corrupted.
- 4. Scammers tell you to PAY in a specific way.
  - They often insist that you pay be sending money through a money transfer company or by putting money on a gift card and then giving them the number on the back. Some will send you a check (that will later turn out to be fake), tell you to deposit it, and then send them money.

## What you can do to avoid a scam

- 1. Block unwanted calls and text messages.
  - Take steps to block unwanted calls and to filter unwanted text messages.
- Don't give your personal or financial information in response to a request that you didn't expect.
  Legitimate organizations won't call, email, or text to ask for your personal information, like your Social Security, bank account, or credit card numbers.

If you get an email or text message from a company you do business with and you think it's real, it's still best not to click on any links. Instead, contact them using a website you know is trustworthy. Or look up their phone number. Don't call a number they gave you or the number from your caller ID.

Resist the pressure to act immediately.

Legitimate businesses will give you time to make a decision. Anyone who pressures you to pay or give them your personal information is a scammer.

Know how scammers tell you to pay.

Never pay someone who insists you pay with a gift card or by using a money transfer service. And never deposit a check and send money back to someone.

Stop and talk to someone you trust.

Before you do anything else, tell someone, a friend, a family member or a neighbor what happened. Talking about it could help you realize it's a scam.

Report Scams to the FTC (Federal Trade Commission)

If you were scammed or think you saw a scam, report it to the Federal Trade Commission at, ReportFraud.ftc.com

There is no way for a bank to declare with certainty that a check you deposited to your account will clear. When you are told the funds are "available for withdrawal," that doesn't mean the check you deposited will be paid by the financial institution upon which it is drawn (even if it appears to be a legitimate personal, business, U.S. Treasury, bank treasurer's, or cashier's check).

Understand that while most checks are available for withdrawal quickly, you, the depositor, are responsible for the checks and money orders you deposit. If a check that you have deposited is returned to the Bank unpaid (if the check "bounces") and you have already withdrawn funds from your account, the Bank will obtain reimbursement from you and you will be responsible for any loss.

**Tips to Protect Yourself.** Make every attempt to accept checks only from people or entities that you know. Never accept a check or money order under any circumstances that require you to deposit the item and then return a portion of the amount to a third party whom you do not know. This is a red flag and almost always a scam.

**How to Contact Us.** Telephone us at 617-471-0750 Monday through Friday 9:00 am to 5:00 pm and Saturday 9:00 am to 12:00pm.

Write to us at: Colonial Federal Savings Bank, 15 Beach Street, Quincy, MA 02170.

Email us at: service@colonialfed.com.

Fill out a contact us form on our website: www.colonialfed.com.