

**Mansfield Bank  
Mobile Banking and Mobile Deposit  
Terms and Conditions Agreement**

Thank you for using Mansfield Bank Mobile Banking. In case of questions, please contact customer service at (508) 851-3600 or visit <https://www.mansfieldbank.bank>.

This Mobile Banking and Mobile Deposit Terms and Conditions Agreement supplements, is an addendum to, and is subject to the terms and conditions of the Deposit Account Agreement (consumer), the Online Banking Agreement (consumer), the Business Deposit Account Agreement and the Business Online Banking Agreement between you (sometimes also referred to as "Customer") and Mansfield Bank (sometimes also referred to as "the Bank"). This Agreement applies to the mobile banking and the mobile remote deposit services we provide to you as a consumer or a business.

You agree to the terms and conditions of this Agreement by clicking "I Accept" when you download, install and use the mobile application software necessary to utilize the Mobile Banking and Mobile Deposit services. If you do not agree to the terms and conditions of this Agreement, do not click "I Agree" and uninstall the mobile application software from your Mobile Device.

## **I. MOBILE BANKING**

### **General Description**

Through Mobile Banking, Mansfield Bank offers its customers mobile access to their account information (e.g., for checking balances and last transactions) using compatible and supported wireless devices. **Message & Data rates may apply.** Mobile Banking requires a wireless or mobile device, and a free download of the Mansfield Bank Mobile Banking Application, designed specifically for iPhone®, iPad®, and Android™ devices (the "Mobile Device"). Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. The supported devices and participating carriers are subject to change from time to time without notice.

### **Text Messaging Services**

Mansfield Bank offers its end users mobile access to their account information over SMS, as well as the option to set up alerts for their accounts and other functionality. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving a text message with a verification code, which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences, which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

For Help: For help, text "HELP" to 662265 at any time.

To Stop the Program: To stop the messages coming to your phone, you can opt out of the program via SMS. Just send a text that says, "STOP" to 662265. You will receive a one-time opt-out confirmation text message. And after that, you will not receive any future messages.

Deactivating mobile phone number: If you deactivate cellular service for the mobile phone number that you enrolled in the Text Message Banking Service, you are responsible for deactivating that same phone number as described in how To Stop the Program above.

**Message and Data rates may apply. You should contact your mobile service carrier for information about fees associated with sending or receiving text messages or accessing the Internet from your Mobile Device.**

### **Your Responsibilities**

You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any issues or concerns. You also accept responsibility for making sure that you know how to use the Mobile Device properly. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or the Mobile Device. Any deposit account, loan or other banking product ("Account") accessed through Mobile Banking is also subject to the Deposit Account Agreement, the Online Banking Agreement, the Business Online Banking Agreement, Business Deposit Account Agreement, other Disclosures and any other agreement or disclosure (for example, those applicable to loans) provided at time of account opening or at a later date. You should review those agreements and disclosures as they may include transaction limitations, fees or other terms that might apply to your use of Mobile Banking.

You have the sole responsibility for maintaining the safety, security and integrity of the Mobile Device by which you access Mobile Banking. You agree not to leave the Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they undertake and we will not be liable for any damages resulting to you.

**Limitations on Service:** You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, and that there may be browser or other technical limitation specific to an individual Mobile Device that will limit or prevent access to Mobile Banking. We make no representations that Mobile Banking will be available for use in locations outside of the United States. Accessing Mobile Banking from locations outside the United States is at your own risk and may not be secure.

**Responsibility for Accounts and Financial Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed using Mobile Banking, or that you have been authorized by such legal owner to access the Accounts and such other Financial Information. You represent and agree that all information you provide to use in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for purpose of using Mobile Banking. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking and that the Mobile Device will be password protected or have similar security in use.

**Indemnification.** You (on behalf of yourself, your estate, your heirs and all persons who may claim through you, or if an entity, its predecessors, successors and affiliates and its or their trustees, directors, officers, employees, agents, representatives, and all person who may claim through it) hereby agree to indemnify, defend and hold the Bank, its affiliates and its and their trustees, directors, officers and employees harmless from all costs and liabilities (including reasonable attorney fees and costs) we may suffer or incur as a result of your enrollment into or use of Mobile Banking or registration of the Mobile Device, arising from any claim to funds transferred out of your Account or paid under authority of the Mobile Device, including but not limited to, liability for items presented or electronic transfers against such funds, claims of government agencies for the return of funds, liability to other third parties claiming rights to the funds, or claims made against the Bank arising from any products and services provided by us to any person under authority of the Mobile Device.

**Relationship to Other Agreements and Fees.** You agree that you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including but not limited to your mobile service provider, and that these Terms and Conditions do not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for uses of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

**Changes or Cancellation.** You may cancel your participation in Mobile Banking by calling us at 508-851-3600. We reserve the right to change or cancel Mobile Banking at any time. You should notify us immediately if you believe the Mobile Device or log in and password has been lost or stolen or if you believe there have been any unauthorized transactions on any of your accounts. To notify us, call 508-851-3600 Monday through Friday between 8:00 a.m. and 4:00 pm or send us notice by mail to: Mansfield Bank 80 N. Main St. Mansfield, MA 02048

**Privacy and User Information.** You acknowledge that in connection with your use of Business Mobile Banking, Mansfield Bank and its affiliates and service providers, including Computer Services Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking (collectively "User Information"). Mansfield Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Mansfield Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use Mobile Banking, or the content or information delivered through Mobile Banking, for any illegal, fraudulent, unauthorized or improper manner or purpose. You also agree that you will only use Mobile Banking in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Mansfield Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Mansfield Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Mansfield Bank, any third-party service

provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Computer Services, Inc. or any third party. You agree that you will not attempt to: (a) access any services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking, the security of Mobile Banking, or other customers of Mobile Banking; or (d) otherwise abuse Mobile Banking.

**Modifications:** We may modify the Mobile Banking service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified.

**Terminate and Cancellation:** Mansfield Bank reserves the right to terminate this Agreement and your access to Mobile Banking, in whole or in part, at any time.

## **II. MOBILE DEPOSIT**

### **General Description**

Through Mobile Deposit, Mansfield Bank makes available to certain of its customers, deposit capture services designed to allow customers to make deposits of paper checks to checking and savings accounts maintained at Mansfield Bank using a Mobile Device (such services are referred to herein as "Mobile Deposit" or the "Service"). Eligible customers may access Mobile Deposit through Mansfield Bank's Mobile Banking Application ("Mobile Banking"). Mobile Deposit is only available through Mobile Banking to customers who Mansfield Bank, in its sole discretion, deems eligible to use Mobile Deposit. Mansfield Bank reserves the right to terminate Mobile Deposit at any time and your access to Mobile Deposit, in whole or in part, at any time.

### **Accounts Eligible to Receive Mobile Deposits**

Subject to the terms and conditions of this Agreement, Mobile Deposit services shall be available to Customer's checking and savings deposit account(s) at Mansfield Bank for which Customer has agreed to Online Banking and Mobile Banking. Bank reserves the right to change the account types available to Customer without prior notification.

### **System Unavailability**

Mobile Deposit may be unavailable temporarily due to system maintenance, technical difficulties, delays or other failures beyond Mansfield Bank's control. Mansfield Bank shall not be liable to Customer for any delays in using the Service or for unavailability of the Service. In the event that Mobile Deposit is unavailable, Customer may deposit a properly endorsed Original Check at any Mansfield Bank branch or by mailing the same to: Mansfield Bank, 80 North Main St., Mansfield, MA 02048, together with a completed deposit slip.

**Definitions:** In addition to any other defined terms contained herein, the following terms will have the following meanings with regard to this Agreement:

A "Check 21" shall mean the Check Clearing for the 21<sup>st</sup> Century Act.

B "Check Image" shall mean the digital representation of a check captured by the camera of a Mobile Device.

C "Electronic Items" shall mean all converted or Truncated (defined below) third-party Original Checks (defined below) that Customer has received for payment or deposit and which Customer has selected for truncation.

D “MICR” shall mean the “magnetic ink character recognition” information that is encoded on Original Checks for processing, which may include the routing number, account number, check number, check amount, and other information that is printed near the bottom of an Original Check in magnetic ink in accordance with the American National Standard Specifications for Placement and Location of the MICR Printing, X9.13 (hereafter ANS X9.13) for an Original Check and American National Standard Specifications for an Image Replacement Document – IRD, X9.100-140 (hereafter ANS X9.100-140) for a Substitute Check (unless the FRB by rule or order determines that different standards apply).

E “Original Check” shall mean the first paper check presented to Customer by its own customers on which is recorded information evidencing a withdrawal from or draft against such customer’s demand deposit account or other checking account drawn on a financial institution located in the United States.

F “Mobile Deposit” (or “Application”) shall mean Mansfield Bank’s Mobile Banking Application obtained from the App Store or Google Play.

G “Substitute Check” shall mean a paper reproduction of an Original Check meeting the requirements of Check 21, including but not limited to a paper reproduction that (1) contains an image of the front and back of the Original Check; (2) bears a MICR line containing all the information appearing on the MICR line of the Original Check, except as provided under generally applicable industry standards for substitute checks to facilitate the processing of substitute checks; (3) conforms in paper stock, dimension, and otherwise with generally applicable industry standards for substitute checks; and (4) is suitable for automated processing in the same manner as the Original Check. A Substitute Check may also be referred to as an Image Replacement Document or IRD.

H “Truncate” (or variations of the term, including “Truncated” or “Truncation”) means to remove an Original Check from the forward collection and payment process and send to a recipient, in lieu of such Original Check, electronic information relating to and converted from the Original Check (including data taken from the MICR line of the Original Check or an electronic image of the Original Check).

**Daily Limits.** Bank shall establish daily dollar amount limits for Consumer Customers and Business Customers. Consumer Customer agrees to abide by established daily limits. Initially, Consumer Customer’s use of the Service is limited to \$2,500 in aggregate deposits per day, and as the parties may amend by agreement from time to time. Business Customer agrees to abide by established daily limits. Initially, Business Customer’s use of the Service is limited to \$10,000 in aggregate deposits per day, and as the parties may amend by agreement from time to time.

**Mobile Deposit Service.** By executing this Agreement, Customer has chosen to use check conversion technology to convert third-party Original Checks that Customer has received for payment into Electronic Items for deposit with Bank as the bank-of-first-deposit, as described more fully in this Addendum. Customer will submit check images of Original Checks using Customer’s Mobile Device.

#### **Responsibilities and Obligations of Customer.**

A. Customer shall capture a check image, using Customer’s Mobile Device and the Application to submit the check image to the Bank

B. Customer represents, warrants and covenants that after Truncation of an Original Check, Customer shall safeguard the Original Checks previously sent to Bank in order to ensure that such Original Checks (i) shall not be submitted for deposit with Bank or any other financial institution, except in accordance with the terms and conditions of this Agreement related to un-processable Electronic Items and (ii) shall not be transferred for value to any other person or other entity. Customer shall include in its endorsement of each Truncated Original Check, such that the same is included in each Electronic Item, the words “**FOR MOBILE DEPOSIT ONLY**”.

C. Upon receipt of any submitted Check Image, Bank shall be the lawful owner of such check to this Agreement for a period of sixty (60) calendar days in a safe and secure manner pursuant to this Agreement.

D. Customer shall deliver promptly to Bank, upon its request, the Original Check if a request is made within the retention period provided above, or a Substitute Check or Sufficient Copy thereof, for each check image created by Customer. The term "Sufficient Copy" means a copy of an Original Check that accurately represents all of the information on the front and back of the Original Check as of the time the Original Check was Truncated or is otherwise sufficient to determine whether or not a claim is valid.

E. Customer shall not at any time Truncate and shall not image a check under this Agreement for (i) any foreign checks, drafts or other items drawn on any financial institution that is not located in any State (as defined in Regulation CC) in the U.S.A. (including certain designated US Territories that are included as States), (ii) any automated clearing house (ACH) entry subject to the Rules of the National Automated Clearing House Association, (iii) any Treasury Tax and Loan (TT&L) payments, (iv) any Substitute Check created by Bank or any other person or other entity, or (v) U.S. savings bonds. In addition, Customer agrees that Customer will not use the Mobile Deposit services to scan and deposit: (i) any checks payable to any person other than Customer; (ii) any travelers checks; (iii) any checks containing any alteration to any of the fields on the front of the check or item, or which Customer knows or suspects, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (iv) checks previously converted to a "substitute check", as defined in Reg. CC; (v) checks drawn on a financial institution located outside the United States; (vi) checks that are "remotely created checks" as defined in Reg. CC; (vii) checks not payable in United States Dollars; (viii) checks dated more than six months prior to the date of deposit; (ix) checks prohibited by Bank's current procedures relating to the Mobile Deposit service or which are otherwise not acceptable under the terms of Customer's account agreements with the Bank; (x) checks with different numerical and written amounts; (xi) checks that have been previously returned unpaid by the financial institution on which they are drawn; (xii) checks that are payable to cash; or (xiii) checks beyond any stated use date.

F. Customer shall not create at any time an image of a check under this Agreement or otherwise use the Application to capture or maintain tax identification numbers of any third-party from whom Customer has received an Original Check for payment or deposit or which Customer has selected for Truncation.

G. Customer agrees to abide by all federal and state laws, and rules and regulations applicable to banking transactions.

H. If Bank receives a returned item for a check deposited by Customer after Customer has terminated this Agreement, then Customer agrees that Bank may debit Customer's Account, or if such Account has been closed by Customer, Bank will send a request for payment to the Customer, and Customer agrees to pay Bank within a commercially reasonable time afterwards.

I. Customer agrees that, once the Mobile Deposit Service is used to deposit an Original Check, Customer shall not present or attempt to present the Original Check or a Substitute Check of the Original Check again for deposit ("represent") through the Mobile Deposit Service or through any other means, whether to Bank or to any other person or entity, except as expressly permitted in this Addendum with prior written notice to Bank. Customer further agrees not to allow anyone else, either directly or indirectly, to represent or attempt to represent the Original Check or a Substitute Check of the Original Check by any means. Should Customer or any other party represent an Original Check or Substitute Check in violation of this Agreement, the amount of such check will be debited from Customer's account, and Customer agrees to indemnify, defend and hold Bank harmless from and against all claims, demands, losses, liabilities or expenses (including interest, costs, and reasonable attorney's fees and other expenses of representation and consequential damages) that may result from any claims, suits or demands from third parties with respect to the represented Original Check or Substitute Check.

J. Customer agrees not to use the Mobile Deposit Service to deposit a Substitute Check received from a third party, to deposit a returned check, or to redeposit any Electronic Item (or the related Original Check) that is dishonored.

K. Customer agrees that, except with the prior written approval by Bank, Customer will not attempt to use the Mobile Deposit Service to transmit to Bank any check that is drawn on a deposit account of Customer at Bank or any other financial institution or a deposit account of any business entity of which Customer is an owner, partner, member, principal, officer or authorized signer.

L. Customer acknowledges that Customer is prohibited from engaging in, and Customer represents and warrants to Bank that Customer does not and shall not engage in, any business or activity that: (a) would result in Customer being or becoming a money services business that operates 1) as a currency dealer or exchanger, 2) as a check casher, 3) as an issuer of traveler's checks, money order or stored value, 4) as a seller or redeemer of traveler's checks, money orders or stored value, or 5) as a money transmitter; (b) would result in Customer accepting restricted transactions in connection with another person in unlawful Internet Gambling as defined in the Unlawful Internet Gambling Enforcement ACT and Federal Reserve Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); (c) would result in Customer accepting transactions in connection with another person for marijuana or other illegal drugs; (d) would result in Bank being used as a conduit for money laundering or other illicit purposes; or (e) would directly or indirectly result in any activity or use of the Mobile Deposit Service that may be illegal or fraudulent.

M. Customer agrees to have controls in place to ensure that the Mobile Device and Original Checks processed through the Mobile Device are properly safeguarded and stored in accordance with the timeframe set forth above and in a secure location under effective control in order to safeguard against unauthorized access and use. Customer also agrees to have proper controls in place to ensure that all such Original Checks are thereafter destroyed by a cross-shredder and/or pulped or otherwise destroyed in such a manner that does not permit recovery, reconstruction or future use of any material portion of such Original Checks. Customer agrees that it will not simply throw out such Original Checks with other classes of records or with miscellaneous trash. Customer agrees to be responsible for all claims, demands, losses, liabilities or expenses (including interest, costs, and reasonable attorney's fees and other expenses of representation and consequential damages) resulting from lack of proper controls over processed checks.

N. Customer shall notify Bank of any errors, omissions or interruptions in, or delay or unavailability of, the Mobile Deposit Service as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within 14 days of the date of the earliest notice to Customer which reflects the error. Failure of Customer to notify Bank of any error, omission or other discrepancy as described herein shall relieve Bank of any liability or responsibility for such error, omission or discrepancy.

#### **Hardware and Software; Responsibilities of Bank.**

A. Mansfield Bank shall have no liability or responsibility whatsoever for errors, including but not limited to processing or transmission errors, resulting from Electronic Items submitted by Customer.

B. Mansfield Bank shall accept for deposit all Electronic Items transmitted by Customer using the Application that are acceptable to Bank or otherwise qualify based on criteria selected by Bank from time to time, subject to the terms of this Agreement. Bank shall process such Electronic Items, either as electronic image exchange items or as Substitute Checks, for forward collection and presentment for payment by the paying bank, subject to applicable laws and regulations and clearinghouse rules. All Electronic Items accepted for processing by Bank shall be deemed accepted at its main office.

C. Electronic Items accepted by Bank by Bank's cut-off time and availability schedule in effect for electronic checks, as established or modified by Bank from time to time, shall be posted to Customer's Account for settlement that banking day, subject to final payment of the Original Checks and subject to the terms of the Deposit Account Agreement/Business Deposit Account Agreement. Except to the extent expressly

required by law, Bank need not make any deposit to the Account available for withdrawal until Bank has reason to know that the Electronic Items have been paid. Upon acceptance of the Electronic Item, the Bank shall electronically notify Customer of receipt and acceptance or rejection of the Electronic Item for deposit. Notwithstanding the fact that the Bank has accepted an Electronic Item for deposit, any credit made to Customer's Account shall be provisional, and Customer shall remain liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, the Bank. In the event Bank fails to receive final settlement for an Electronic Item for whatever reason, Bank may charge back the amount thereof to the Account or any other Account of Customer, or claim a refund from Customer. With respect to any returns of an Electronic Item for any reason, Bank shall debit the Account, or any other account of Customer, and may do so even though the debit may result in or increase an overdraft. Any such overdraft and any associated fees or charges shall be immediately due and payable by Customer without notice or demand.

D. In the event that Bank detects any errors or illegibility in the Electronic Items submitted by Customer, Bank will promptly notify Customer. Customer will thereafter furnish to Bank's designated delivery point such Electronic Items or, as directed in writing by Bank, destroy the applicable Electronic Items and deposit the related Original Checks for normal processing to any account of Customer.

E. In the performance of the Mobile Deposit Service required under this Agreement, Mansfield Bank shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement. Bank shall be answerable for its own gross negligence or willful misconduct, but Bank shall not otherwise be responsible for any action taken, allowed or omitted by or under this Agreement or for any liability, loss, claim or damage arising from acts of God, delays occasioned in transmission of data or processed work, or from other causes beyond the control of Bank.

**Warranties and Covenants of Customer.** Customer makes the following representations, warranties and covenants as of the date of this Agreement and upon each delivery of an Electronic Items to Bank:

A. No Electronic Item shall include an electronic representation of a Substitute Check. Customer shall redeposit a returned check or a returned Electronic Item by physically delivering the same to any Bank branch location. A returned check or returned Electronic Item may not be re-submitted by Customer using the Mobile Deposit Service.

B. With respect to each Electronic Item submitted for deposit to Bank, the Electronic Item accurately represents all of the information on the front and back of the Original Check as of the time that the Original Check was Truncated; replicates the MICR line of the Original Check, except for any changes required or permitted by Part 229, Subpart D of the FRB Regulation CC for Substitute Checks; and meets all standards of and technical requirements for sending Electronic Items to any Federal Reserve Bank ("FRB") as set forth in the applicable FRB operating circular, or as established by the American National Standards Institute ("ANSI") or any other regulatory agency, clearing house or association. Without limiting the generality of the foregoing, each Electronic Item of each Original Check shall be of such quality that the following information can clearly be read and understood by sight review of such Electronic Item:

- a. the amount of the Original Check;
- b. the payee of the Original Check;
- c. the signature of the drawer of the Original Check;
- d. the date of the Original Check;
- e. the Original Check number;
- f. the information identifying the drawer and the paying bank that is preprinted on the Original check, including the MICR line; and
- g. all other information placed on the Original Check prior to the time an image of the Original Check is captured, such as any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check.



Customer shall also ensure that the following information is captured from the MICR line of each Original Check:

- i. the American Bankers Association routing transit number ("RTN");
- ii. the number of the account on which the Original Check is drawn;
- iii. when encoded, the amount of the Original Check; and
- iv. when encoded, the serial number and the process control field of the Original Check.

C. The Electronic Item bears all endorsements, if any, applied by previous parties that handled the check in any form (including the Original Check, as Substitute Check, or another paper or electronic representation of such Original Check or Substitute Check) for transfer, forward collection or return.

D. Customer is a person entitled to enforce the Original Check or is authorized to obtain payment of the Original Check on behalf of a person who is either entitled to enforce the Original Check or authorized to obtain payment on behalf of a person entitled to enforce the Original Check.

E. Customer will submit financial or other additional information to Bank upon request in order for Bank to establish or amend Customer's deposit and file limits established by this Agreement, or to otherwise monitor or audit Customer's use of the Mobile Deposit Service and compliance with this Agreement. Customer will also notify Bank of any change in locations, transaction volumes or financial condition that may have an effect on this Agreement or Customer's use of the Mobile Deposit Service.

F. Customer will use the Mobile Deposit Service, including, without limitation, the Application and related software and hardware, in accordance with the "Documentation," which means all materials, whether supplied in printed form or on magnetic tape or other media, that explain or facilitate the use of the Application and related software and hardware, including, without limitation, user manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, systems manuals, programming manuals and modification manuals.

G. Both Customer and third parties with whom it does business are reputable and are not using Bank as a conduit for money laundering or other illicit purposes.

H. None of Customer's transactions to be processed by Bank are prohibited by any applicable law, regulation, order, rule or judgment;

I. None of Customer's employees are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organizations" as defined by the United States Office of Foreign Assets Control.

**Indemnity.** Customer shall indemnify and hold harmless Bank and its affiliates, and any of their directors, officers, employees and agents, from and against any and all claims, demands, losses, liabilities or expenses (including interest, costs, and reasonable attorney's fees and other expenses of representation and consequential damages) by reason of or resulting from or arising directly or indirectly out of or in connection with (i) any breach of any representation, warranty, covenant or obligation by Customer or any of its affiliates, or any of its or their directors, officers, employees or agents, under this Agreement; (ii) the acceptance and/or presentment by Bank of Electronic Items for forward collection and payment in accordance with any check image submitted deposit, which Bank reasonably believes was sent by or on behalf of Customer; (iii) any negligent or willful action or inaction of Customer that forms the basis of any claim against the Bank; or (iv) the use of the Application by Customer.

### **III. GENERAL TERMS AND CONDITIONS**

**Intellectual Property.** Nothing in this Addendum will grant Customer any right, title or interest in the Mobile Services, including, without limitation, the Application, other than the right to use the Mobile Services strictly

in accordance with the terms of this Agreement. The Mobile Services are the proprietary property of Bank and/or its licensor. Customer and Bank will continue to own all copyrights, patents, trademarks, service marks, trade secrets and other proprietary rights that such party owned immediately prior to this Agreement and Customer's first use of the Mobile Services. Bank will own all right, title and interest in and to all materials, tangible or intangible, developed by Bank, alone or jointly with others, during the term of this Agreement.

**Third Party Services.** Customer acknowledges that, in providing the Mobile Services hereunder, Mansfield Bank may utilize and rely upon certain third party service providers ("TPSPs") to provide database storage, database access, switching and other data communications services to the Bank.

**Audit Rights.** Mansfield Bank, its accountants, auditors or agents, shall have the right to review, inspect and audit, at Bank's expense and with reasonable notice, and at any time as Bank may in good faith deem necessary or reasonable during or after the term of this Agreement, Customer's compliance with the terms of this Agreement, including but not limited to Customer's use of the Mobile Services, its safeguard and disposal procedures for Truncated Original Checks, and the books and records of Customer related to: (i) Customer's activities hereunder or (ii) conformance with Customer's obligations hereunder. Any such review, inspection or audit to be performed by or for Bank shall be conducted only during normal business hours, using reasonable care not to cause damage and not to interrupt the normal business operations of Customer, and shall be for the sole use and benefit of Bank.

### **Acceptance of this Agreement**

By clicking "I Accept", you agree to accept the Mansfield Bank Mobile Banking Terms and Conditions, Mansfield Bank Mobile Deposit Terms and Conditions including the Mobile Deposit Agreement. You agree that the Bank may rely upon the information and security selections contained in this document in implementing and providing its Mobile Banking and Mobile Deposit Services.

If you have received an electronic fund transfer card ("ATM card" or "debit card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM card or debit card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree to not use your ATM card or debit card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM card may only be used with your PIN. Certain transactions involving your debit card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Mansfield Bank immediately if your ATM card or debit card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM card or debit card or to write your PIN on your ATM card or debit card or on any other item kept with your ATM card or debit card. We have the right to refuse a transaction on your account when your PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM card or debit card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised.

## **Electronic Funds Transfer - Your Rights and Responsibilities**

### **ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Mansfield Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM card or debit card at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by Mansfield Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

#### **SERVICES PROVIDED THROUGH USE OF ATM CARD OR DEBIT CARD**

If you have received an electronic fund transfer card ("ATM card" or "debit card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM card or debit card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM card or debit card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM card may only be used with your PIN. Certain transactions involving your debit card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Mansfield Bank immediately if your ATM card or debit card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM card or debit card or to write your PIN on your ATM card or debit card or on any other item kept with your ATM card or debit card. We have the right to refuse a transaction on your account when your ATM card or debit card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM card or debit card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised.

## ATM SERVICES

ATM CARD SERVICES. The services available through use of your ATM card are described below.

You may withdraw cash from your checking account(s), and savings account(s).

You may make deposits into your checking account(s), and savings account(s).

You may transfer funds between your checking and savings accounts.

You may make balance inquiries on your checking account(s), and savings account(s).

DEBIT CARD SERVICES. The services available through use of your debit card are described below.

You may withdraw cash from your checking account(s), and savings account(s).

You may make deposits into your checking account(s), and savings account(s).

You may transfer funds between your checking and savings accounts.

You may make balance inquiries on your checking account(s), and savings account(s).

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM card or debit card at our ATM terminals, you may access your accounts through the following network(s): CIRRUS, MASTERCARD, ACCEL, MAESTRO, PLUS, VISA, NYCE, EBT

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

## POINT OF SALE TRANSACTIONS

You may use your ATM card or debit card to purchase goods and services from merchants that have arranged to accept your ATM card or debit card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your ATM card or debit card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for ATM card transactions is your checking account. The designated account for debit card transactions is your checking account.

In addition, your debit card may be used at any merchant that accepts MasterCard® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your ATM card or debit card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the ATM card or debit card transactions. We may, but do not

have to, allow transactions which exceed your available account balance or, if applicable your available overdraft protection (if you opted into). If we do, you agree to pay the overdraft.

In addition, you may perform the following transactions: You may access your checking account(s) to purchase goods (in person, online or by phone), pay for services (in person, online or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**CURRENCY CONVERSION - MasterCard®.** If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc., will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or 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 the cardholder statement posting date.

**IMPORTANT ADDITIONAL FEE NOTICE:** MasterCard® charges us a Currency Conversion Fee of 0.200% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.900% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 1.100% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "MasterCard® Debit Switch" when the country of the merchant or machine is different than your country, as cardholder.

#### SERVICES PROVIDED THROUGH USE OF TELEPHONIC TRANSFER SERVICE

You may perform the following functions through use of Telephonic Transfer Service.  
You may initiate transfers of funds between your checking and savings accounts.  
You may make balance inquiries on your checking account(s), and savings account(s).  
You may make payments on Loan accounts that you have with us.

In addition, you may perform other transactions such as: the account balance of checking or savings account(s);  
the last six months deposits to checking or savings account(s);  
the last six months withdrawals from checking or savings account(s).  
You may change your PIN via the telephone.

#### PREAUTHORIZED TRANSFER SERVICES

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), and savings account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), and savings account(s).

## SERVICES PROVIDED THROUGH USE OF ONLINE BANKING

Mansfield Bank offers its customers use of our Online Banking service.

Online Banking Transfers - you may access your account(s) by computer through the internet by logging onto our website at [www.mansfieldbankonline.com](http://www.mansfieldbankonline.com) and using your password and your customer number, to:

- transfer funds between checking and savings
- make payments from checking or savings to loan account(s) with us
- make payment from checking to third parties (Bill Pay)
- get information about:
  - the account balance of checking or savings account(s)
  - the last six months deposits to checking or savings account(s)
  - the last six months withdrawals from checking or savings account(s)

## ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

## LIMITATIONS ON TRANSACTIONS

### TRANSACTION LIMITATIONS - ATM CARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$355.00 through use of ATMs in any one day. You may make up to 10 withdrawals of cash through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$350.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 10 transactions in any one day.

TOTAL DAILY LIMITS - In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$705.00 in any one day.

### TRANSACTION LIMITATIONS - DEBIT CARD

CASH WITHDRAWAL LIMITATIONS - You may withdraw up to \$505.00 through use of ATMs in any one day. You may make up to 10 withdrawals of cash through use of ATMs in any one day.

POINT OF SALE LIMITATIONS - You may buy up to \$1,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 10 transactions in any one day.

TOTAL DAILY LIMITS - In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$1,505.00 in any one day.

## OTHER LIMITATIONS

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

We reserve the right to impose limitations for security purposes at any time.

- (a) You are limited to an aggregate amount of 10 transfers per calendar day utilizing ATM cash withdrawals, PIN-authorized Point-of-Sale transactions or signature-authorized Point-of Purchase Debit Card transactions.
- (b) You can use your home computer bill paying service for unlimited transactions each day.
- (c) You may have chosed to limit access by electronic means to one or more of your accounts.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

#### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM card or debit card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company: - you can call us at 508-851-3600 to find out whether or not the deposit has been made.

**DOCUMENTATION AS EVIDENCE OF TRANSFER.** Any documentation that is provided to you which indicates 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 to another person.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at:

508-851-3600

or write to:

MANSFIELD BANK

80 North Main Street

Mansfield, Massachusetts 02048

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**YOUR ABILITY TO STOP PAYMENT.** Unless otherwise provided in our 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.

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

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT**

If you believe your ATM card or debit card or PIN or internet banking access code has been lost or stolen, call us at:

1-508-851-3600 (8:30 AM - 4:00 PM (M-F))

or write to:

Mansfield Bank  
80 North Main Street  
Mansfield, MA 02048

Lost or stolen cards may be report at any time to 1-800-472-3272

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.

**CONSUMER LIABILITY**

Tell us at once if you believe your ATM card or debit card or PIN or internet banking access code has been lost or stolen or used without permission 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.

Your liability shall not exceed \$50.00 for any unauthorized electronic fund transfer or a series of transfers arising from a single loss or theft of your ATM card or debit card or PIN.

Also, if your statement shows transfers 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 transmitted 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 a hospital stay) kept you from telling us, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS



transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us. For commercial accounts, zero liability protection will only apply to transactions conducted with a card issued for a commercial purpose under a "small business" program as described on [www.mastercardbusiness.com](http://www.mastercardbusiness.com) (information found under "Small Business", then select the "Products" tab).

**ILLEGAL USE OF DEBIT CARD.** You agree not to use your debit card for any illegal transactions, including internet gambling and similar activities.

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of errors or questions about your electronic fund transfers,

call us at:

508-851-3600

or write to:

Mansfield Bank

80 North Main Street

Mansfield, MA 02048

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Mansfield Bank no later than 60 days after it sent you the first statement on which the problem or error appears.

You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (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.

#### LIABILITY FOR FAILURE TO COMPLETE TRANSACTION

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

- If through no fault of ours, you do not have enough money in your account to make the transfer.

- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM card or debit card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS

**PER TRANSACTION CHARGE.** We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable schedule of fees to determine the applicable amount.

**SCHEDULE OF FEES.** The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Mansfield Bank upon request.

**PREAUTHORIZED TRANSACTIONS.** There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our fee schedule, which is incorporated into this document by reference.

#### DISCLOSURE OF ACCOUNT INFORMATION

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Mansfield Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. To an attorney or collection agency employed by us; or
4. In order to comply with government agency or court orders; or
5. When the person is authorized to have access to our records as part of their official duties; or
6. With your written consent that expires forty-five days after receipt by us.

#### DEFINITION OF BUSINESS DAY

Business days are Monday through Friday, excluding Federal Holidays.

#### AMENDING OR TERMINATING THE AGREEMENT

We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate to EFT services, at any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify Mansfield Bank of the fact prior to the

effective date of the change or amendment and cancel this Agreement. Mansfield Bank may cancel this Agreement at any time, without giving you prior notice. If you or Mansfield Bank cancels this Agreement at any time, you shall surrender your ATM card or debit card and you may no longer use any of Mansfield Bank's EFT services other than the automated clearing house transfer services set forth above.

TERMINATION. You may terminate your right to any of the services that you have agreed to under this Agreement by giving us written notice. For preauthorized transfers, you must terminate any agreement authorizing transfers to or from your account by notifying the person or company initiating the transfer. You will remain obligated to us under this Agreement for all of your transactions, even if they occur or are completed after this Agreement has ended. Termination of your electronic fund transfer service does not terminate your account(s) with us.

Closing the account to which the service relates simultaneously terminates your electronic fund transfer service. We may terminate any of the services that have been agreed to under this Agreement for any reason and at any time without prior notice to you. If the account is a joint account, any owner of the account may terminate this Agreement, and the termination will apply to all joint owners on the account. If either you or we terminate your services under this Agreement, we will no longer have to complete any of your electronic fund transactions.

#### NOTICE OF ATM SAFETY PRECAUTIONS

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM card or debit card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Mansfield Bank. You agree not to reveal your PIN to any person not authorized by you to access your account.

Please be advised, Mansfield Bank will not automatically reissue any inactive Mansfield Bank Debit Card. Mansfield Bank Debit Cards are considered inactive if the debit card has not been used for a period of time equal to or greater than nine (9) months. Please contact us at 1-508-851-3600 to replace an expiring inactive Mansfield Bank Debit Card.

Please refer to Truth In Savings Disclosures for further information on accounts accessible through Electronic Fund Transfers.

Mansfield Bank Electronic Banking Disclosure

I/We understand that all account holders have their own User Identification Numbers and passwords that enable them to use this service. I/We are responsible for the confidentiality of and use of my/our password. Use of this service signifies agreement to the terms and conditions set forth by Mansfield Bank in the Electronic Funds Transfers Statement located in the disclosure section of the "Information Center". This section can be accessed from the Bank's home page. I/We understand that these terms and conditions may be amended at any time.

#### Mansfield Bank Electronic Bill Pay Disclosure

I/We authorize Mansfield Bank to post payment transactions I/We generate by the Internet from Mansfield Bank Bill-Pay. I/We understand that I/We are in full control of my account. If at any time I/We decide to discontinue service, I/We will provide written notification to Mansfield Bank, 80 North Main Street, Mansfield, MA 02048, Attn: Electronic Banking Support Department. I/We have read and accept the Terms and Conditions governing the service including those set forth by Mansfield Bank in the Electronic Funds Transfer Statement given to me/us at the time of application or viewed on the Internet prior to my/our signing below. I/We understand that they may be amended at any time.

I/We understand that payments may take up to ten (10) business days to reach my/our selected vendors and that they will be sent either electronically or by check. Mansfield Bank or its authorized agent will use reasonable efforts to ensure payments reach creditors on time, but cannot guarantee the time a payment will be posted by a creditor. Mansfield Bank or its authorized agent will use reasonable effort in ensuring the creditors reverse any service fee or late charge that is related to a payment processing error. Mansfield Bank is not liable for any service fees or late charges levied against me/us by my/our vendors. I/We also understand that I/we are responsible for any loss or penalty that I/we may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my/our account. I/We acknowledge that there will be an insufficient funds fee or a Stop Payment fee.