

## **TERMS AND CONDITIONS OF BILL PAYMENT SERVICE**

### **SERVICE DEFINITIONS**

"Service" or "The Service" means the bill payment service offered by Mansfield Bank.

"Agreement" means these terms and conditions of the bill payment service.

"Customer Service" means the Customer Service department of Mansfield Bank. Please see the ERRORS AND QUESTIONS section below for Customer Service contact information.

"Payee/Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Designated Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want the Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

### **INTRODUCTION**

You may use Mansfield Bank's bill payment service to direct Mansfield Bank to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. This Bill Payment Service 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").

You agree to the terms and conditions of this Agreement by clicking "I Accept" when you apply for or use our bill payment service. If you do not agree to the terms and conditions of this Agreement, do not click "I Agree".

### **INSTRUCTIONS FOR SETTING UP PAYEES & PAYMENTS**

**Payees:** If you want to add a new “Payee”, first select the “Payee” tab located in the bill pay service. Mansfield Bank reserves the right to refuse the designation of a “Payee” for any reason.

**Payments:** You may add a new payment to a “Payee” by accessing the service and entering the appropriate information. Do not use the Service to make tax payments, court ordered payments and payments made outside the U.S. and its territories, since they will not be supported.

Mansfield Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

## **PAYMENT AMOUNT LIMITS**

We may, at our sole discretion, impose limits on the amount of money you can transfer through our Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

## **THE BILL PAY PROCESS**

**Single Payments:** A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to 4PM EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

**Recurring Payments:** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency setting for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment’s “Pay Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment’s “Pay After” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency setting for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, the last calendar day of that month is used as the calculated processing date.

## **CANCELLING A PAYMENT**

A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

## **PAYMENT METHODS**

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee/Biller. These payment methods may include, but may not be limited to, an electronic payment, an

electronic to check payment, or a paper check payment. (funds remitted to the Payee are deducted from your Designated Account when the check is presented to us for payment).

### **PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE**

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

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

### **SERVICE FEES**

If applicable, fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize Mansfield Bank to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply, refer to our Fee Schedule. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

The following fees apply to Expedited Payments:

Fees	Charitable Donation	Gift Check	Overnight Delivery	2nd Day Deliver
	\$1.99	\$2.99	\$19.95	\$14.95

### **LIABILITY**

- You are solely responsible for controlling the safekeeping of and access to your User Id and Password.
- If you want to terminate another person's authority to use the Bill Pay Service, you must notify Mansfield Bank and arrange to change your User ID and Password.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- Mansfield Bank is not responsible for a bill payment that is not made if you fail to promptly notify us after you learn that you have not received credit from a "Payee/Biller" for a bill payment.
- Mansfield Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed Mansfield Bank's agent.

### **TERMINATION**

- Mansfield Bank has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to:

Mansfield Bank  
Deposit Operations  
80 N Main St  
Mansfield, MA 02048

- Mansfield Bank is not responsible for any fixed payment made before we have a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by Mansfield Bank on your behalf.

### **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.

#### **ELECTRONIC FUND TRANSFER SERVICE PROVIDED**

##### **SERVICES PROVIDED THROUGH USE OF AN 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 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.

## **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 accounts(s), and savings accounts(s).

**DEBIT CARD SERVICE.** The service 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 accounts(s), and savings accounts(s).

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depend on the locations 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 networks:

CIRRUS, MASTERCARD, PULSE, 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 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 government mandated rate or a wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or 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®DebitSwitch” 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; inquire on the account balance of your checking or savings account(s), inquire on the last six months of deposits to your checking or savings account(s), inquire on the last six months withdrawals from your 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.mansfieldbank.bank](http://www.mansfieldbank.bank) and using your password and your user name, to:

- Transfer funds between checking and savings
- Make payment 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 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 \$1,505.00 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

## **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 chosen to limit access by electronic means to one or more of your accounts.

#### **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**

**TRANSFER 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 for 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.

#### **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, MA 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.

**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 a more than



ascertain 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 and 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:

508-851-3600

Or, write to:

MANSFIELD BANK

80 North Main Street

Mansfield, MA 02048

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 permission.