

## **TERMS AND CONDITIONS OF P2P (PERSON-TO-PERSON) AND A2A (ACCOUNT-TO-ACCOUNT) PAYMENT SERVICES**

### **SERVICE DEFINITIONS**

"Services" or "The Service" means the payment/transfer services offered by Mansfield Bank.

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

"Customer Service" means the Customer Service department of Mansfield Bank

"Recipient" is the person/entity to which you wish a payment to be directed.

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

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

### **INTRODUCTION**

You may use Mansfield Bank's online banking or mobile banking service to direct Mansfield Bank to make payments from your Designated Account to the "Recipients" you choose in accordance with this agreement. This Transfer/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 Mobile Banking Agreement, 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 P2P or A2A Transfer/Payment Service. If you do not agree to the terms and conditions of this Agreement, do not click "I Agree".

### **ACCOUNT-TO-ACCOUNT TRANSFERS**

You may use Mansfield Bank's Transfer Money service to move funds between accounts that you have with other eligible U.S. financial institutions. In order to use this Service, you must maintain an eligible checking, savings, or money market account and enrollment in Mansfield Banking Online Banking and/or Mobile Banking.

### **PERSON-TO-PERSON PAYMENTS**

You may use Mansfield Bank's P2P (Person-to-Person) payment service to facilitate transfers between your account and any person or entity with an eligible U.S. financial institution account. Additionally, you may receive funds through the Service from a payment generated by another person from an eligible U.S. financial institution. In order to use this Service, you must maintain an eligible checking, savings, or money market account and enrollment in Mansfield Banking Online Banking and/or Mobile Banking. You can facilitate a transfer/payment to a person or entity ("Recipient") utilizing their financial institution information, email address, mobile telephone number.

You authorize Mansfield Bank to follow Payment instructions we receive from you through the service when you provide us with the names, telephone numbers, email addresses, or bank account information for Recipients to whom you wish to direct Payment. You will choose the transfer method upon entering the transfer instructions. You agree and warrant to us that you will only originate transfers from an account for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers, you are not violating any third party rights.

When we initiate process of such Payments you have authorized, you also authorize us to debit the Designated Account for the amount of the Payment, and to remit funds to the Recipient as indicated in the Payment instructions. Mansfield Bank is relying on information you provide when you enter Payment Instructions. Any errors, including incorrect Recipient names, email addresses, mobile telephone numbers, or bank and/or account number information, are your responsibility as the Sender. Mansfield Bank does not confirm or verify the information you enter prior to sending the Payment.

### **TRANSFER 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.

### **PROHIBITED PAYMENTS**

The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass, or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.

**ACCEPTABLE USE**

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described below of any violations of this section or the Agreement generally.

**Notices to Us Regarding the Service**

Notice to us concerning the Site or the Service must be sent by postal mail to:

Mansfield Bank  
80 North Main St  
Mansfield, MA 02048

Or

You may call Customer Service at 508-851-3600

**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 owed 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.