

The following terms and conditions relating to your Electronic Funds Transfer (EFT) service with Eastern Connecticut Savings Bank is provided to you in accordance with the requirements of Federal Law. You should read this Agreement carefully to understand all of the terms and conditions which relate to your EFT service.

## Definitions

“Account” refers to any deposit account you have with us to or from which we allow Electronic Fund Transfers (EFTs).

“ATM” refers to any automated teller machine at which you can use your Card and PIN.

“Available Funds” refers to the money in your Account which can be withdrawn or transferred, together with any credit you may have available to you (if applicable). Available Funds may be less than the entire balance in your Account if, for example, we have placed a “hold” against certain funds in your Account for a certain number of days to allow checks deposited to, or cashed against, your Account to clear.

“Bill Payment (Bill Pay)” is an additional service we offer with the assistance of another party, under the terms of a separate agreement, that allows you to request transfers of funds to third parties.

“Business Day” is Monday through Friday, Saturdays and Legal holidays are NOT included.

“Card” means your personal ATM and/or Debit MasterCard®. In some cases, special rules apply to HSA cards which are noted in “*bold italics*” in applicable sections. The terms and conditions for the Business Debit MasterCard™ are disclosed under separate agreement known as *Business Debit MasterCard Agreement & Disclosure*.

“User ID” is the confidential ID you set up after enrolling in Online Banking. You will need this information along with your Password to access Online Banking and Bill Pay.

“Online Banking” refers to our online banking system that allows you to access your Accounts and make transfers through the internet.

“PIN” refers to the personal identification number you agree to use to identify yourself when using an ATM, POS terminal, or making a telephone transfer.

“Password” is the confidential string of text that must contain a minimum of 8 characters that you set up yourself after enrolling in Online Banking. You will need this information along with your Login ID to access Online Banking or Bill Pay.

“Point of Sale” or “POS” terminal refers to an electronic terminal at which you can use your Card and PIN to pay for goods and services and receive cash by debiting your Account.

“Preauthorized Transfers” are transfers you have arranged in advance for us to make, including checks written to third parties, POS transfers, telephone transfers, and transfers made through Online Banking, including transfer orders made in advance through Online Banking and Bill Pay.

“Telephone Access System” is our automated voice response telephone banking system.

“You” and “your” is any person who has an account with us and is authorized to use the applicable EFT.

“We”, “us” and “our” refers to Eastern Connecticut Savings Bank.

**1. WHAT IS AN ELECTRONIC FUNDS TRANSFER (EFT)?**  
An EFT is a transfer of your funds at our Bank which is initiated electronically, for example, by telephone, computer, internet access device, ATM or POS terminal. We currently offer the following EFT services:

**A. ATM Transactions.** You may use your Card and PIN to do the following through the ATM (*HSA cards are not eligible for ATM transactions*):

- (i) Withdraw available funds from eligible Savings or Checking Accounts that you selected in your application for service.
- (ii) Make deposits to those Savings and/or Checking Accounts that you selected in your application for service. *This EFT service is not available at ATMs that are located at other banks.*
- (iii) Transfer available funds between Savings and Checking Accounts that you selected in your application for service.
- (iv) Make payments on mortgages or certain other loans with us that you selected in your application. *This EFT service is not available at ATMs that are located at other banks.*
- (v) Find out what the current Available Funds balance is on the Savings and Checking Accounts you selected in your application for service.
- (vi) If you have an Overdraft Protection Line of Credit, you can, by overdrawing your Checking Account, obtain a loan advance from the credit available under your Overdraft Protection Line.

**B. Other Services Available with your Card and PIN.** You can pay for purchases by accessing your Checking Account with a Card (whether through a POS terminal or otherwise) at merchants that have agreed to accept the Card (in some cases together with the PIN) for this purpose. At the time of the purchase, you may also be able to withdraw cash, subject to cash availability and merchant agreement. POS transactions are not available at all places or merchants.

We will not be held liable if a merchant refuses to honor your Eastern Connecticut Savings Bank MasterCard Debit Card. It is your responsibility to resolve all disputes concerning the quality of goods and services, returned merchandise and/or refunds with the merchant that accepts the Card. We are not responsible for any injury to you or anyone else caused by any goods or services purchased with the Card.

# Electronic Funds Transfer Disclosure Statement and Agreement



[bankeasternect.com](http://bankeasternect.com)

**24-hour Telephone Access**  
**1-888-226-5911**

**C. Direct Deposit.** You can arrange for direct deposits to your Account of Social Security benefits or other recurring deposits such as payroll, that we allow to be deposited directly to your Account electronically, including through the computer or internet access device.

**D. Preauthorized Payments.** You can arrange to have payments or transfers (that we allow) made from certain Accounts automatically. These payments or transfers are made to third parties such as insurance and utility companies.

**E. Telephone Access System.** You may use your Account number, your Telephone Access System PIN and/or the last 4-digits of your Social Security Number to transfer available funds between certain Accounts or to make certain payments to us. Transfers out of your Savings Account or Money Market Account will be subject to the limitations on transfers from Savings type Accounts described in our *Deposit Account Agreement*. Transfers between accounts must share the same Social Security Number and Savings Accounts must be statement accounts. Transfers may be made 24 hours a day, 7 days a week provided there is no interruption in telephone or data communication service.

**F. Online Banking.** If you have enrolled in Online Banking, you may use your online banking User ID and Password to do the following through the internet:

- (i) View account information, current transactions, statements or a range of transactions.
- (ii) Transfer available funds between your eligible deposit Accounts.
- (iii) Transfer available funds from a deposit Account of yours to make a payment on an Eastern Connecticut Savings Bank loan.
- (iv) Send a secure email to us.
- (v) If you have an Overdraft Protection Line, you can, by overdrawing your Checking Account, obtain a loan advance from the credit available under your Overdraft Protection Line.
- (vi) Download Account information into money management software (Quicken®).
- (vii) Bill Pay. Pay bills through the optional Bill Payment Services.

**G. Other EFTs.** ACH ACH (Automated Clearing House) transfers are processed electronically to or from your Account. The following are some of the ACH transfers that you may initiate:

- (i) Web transaction. This is an EFT authorized by a consumer over the Internet and initiated by a third party.
- (ii) Telephone Transfer. This type of transfer is authorized over the phone.
- (iii) Return Check Fees. A fee authorized by you to be debited electronically from your account because a check was returned for insufficient funds.
- (iv) Electronic Check Conversion or Point of Purchase (POP). Some merchants and other payees may allow you to pay them (in person or through the mail) with a check drawn against your

Checking Account, which the merchant or other payee will convert into a one-time EFT debit request using the information on the check. If we receive such an EFT debit request, we will treat the request as a type of POS transfer subject to this Agreement provided the request is in a form we can conveniently process. Some merchants or other payees may allow you to pay them (by telephone or Internet) by authorizing a one-time EFT debit from your Checking Account. In such a case, the merchant or other payees will ask you for information such as your Checking Account number, the bank routing number that appears on your check, a serial number and other information. If you give this information to the merchant or other payees, we may receive a one-time EFT debit request from the merchant for the amount you owe the merchant. If we receive such an EFT debit request, we will treat the request as a type of POS transfer subject to this Agreement provided the request is in a form we can conveniently process.

**H. When Service is Available.** Eastern Connecticut Savings Bank ATMs and ATM Switch Network ATMs (please see “I” below) are open 24 hours every day, except when the ATMs are closed briefly each day for balancing.

Except as noted above, our EFT Services are generally available 24 hours every day but may be closed for maintenance, for security reasons, or due to malfunction.

**I. Limitations on Availability of Services.** We are members of an ATM Switch Network, and all of the transactions described above may not be available at all ATMs or POS terminals where you can use your card and PIN.

We only allow one type of EFT service for Passbook Savings type Accounts; direct deposit to the Passbook Savings type Accounts (see Section 1, subsection “C” above). We do not otherwise allow Preauthorized Transfers from, and you cannot use a Card to access, a Passbook Savings type Account.

**2. AGREEMENT.** By signing an application for EFT service or by using your Card or by using an EFT service, you agree to the rules in this Agreement for the type of EFT service that you use. Deposit Account Terms and Fees contain additional rules about the use of your Account. Please refer to the Disclosure of Account Terms and Fees for Personal Deposit Accounts for more information.

You agree that if you give your Card or your PIN, or your User ID and Password, to another person, or if you ask us to issue a Card or PIN or a User ID and Password to another person, you will be responsible for all transactions done by that other person, just as if you had made the transactions yourself, unless and until you notify us that further transactions by that other person are no longer authorized by you. If you notify us orally, we may ask you to confirm the notification in writing. Any Card and/or PIN and/or User ID or Password issued to another person will be subject to this Agreement.

### 3. GENERAL LIMITATIONS ON TRANSACTIONS.

**A. General.** We may limit the number, type and form of Accounts to or from which we will allow EFTs (see, for example, Section 1, subsection “I” above)

**B. Overdrafts and Transfers that exceed Daily Limit.** If you do not have enough Available Funds to cover a transaction, or if a transaction would go over the daily limit described below in Section 4B, you agree that we do not have to permit the transaction. You also agree that you will not request any transaction which would cause your Account to become overdrawn, or which would otherwise break the rules in this Agreement.

**C. If any of your Account has an overdraft, for whatever reason:**

- (i) You agree to pay us the amount of the overdraft promptly. If you do not pay promptly, you also agree to pay our collection costs, including attorney fees, as allowed by law.
- (ii) We may reduce the amount of the overdraft by using our right to set off (as described more fully in Section 11 of the Deposit Account Agreement).

### 4. LIMITATIONS ON ATM AND POS TRANSACTIONS.

**A. Health Savings Accounts.** *ATM transactions are not permitted on Eastern Connecticut Savings Bank Health Savings Accounts.*

**B. Daily Limit for transfers with a Card or PIN.** You may withdraw up to your daily limit each day by using your Card and PIN. This daily limit applies separately to each cardholder, and applies even if you have access to more than one Account with your Card and PIN. This daily limit applies to the total of all ATM withdrawals and POS transactions from all Checking and Savings Accounts with a Card and PIN. If on a particular day, the available funds in your Account totals less than the daily limit, you may not withdraw more than the total of Available Funds on that day with a Card and PIN.

**C. Limit on transfers with a Card only.** Some merchants may allow you to use your Card without your PIN to pay for purchases. The daily limit described in subsection (b) above does not apply to any POS transfers you are allowed to make with your Card alone, without your PIN. You may make POS transfers with your Card alone, without your PIN, up to the amount of Available Funds in your Account(s).

In deciding whether to process a POS transfer from your Account that is made with your Card alone, and without your PIN, you agree that we may either (1) immediately debit your Account for the amount of the POS transfer as soon as we receive any electronic or other notice of the POS transfer, or (2) place a “hold” on funds in your Account in an amount equal to the POS transfer as soon as we receive any electronic or other notice of the POS transaction. For some merchants, the amount requested may be more than the amount you purchase. For example, if you use your Card to make

a \$12.50 gasoline purchase at a gas station, the gas station may request a \$15.00 authorization. If we place a “hold” on funds in your Account to cover a POS transfer that you make with your Card alone, without your PIN, we do not have to make the funds that are subject to a “hold” available to you for withdrawal or to pay for any transfer from your Account, apart from the POS transfer that was the reason for our putting the funds on “hold”.

**D. Other Limitations.** During a malfunction of an ATM or POS terminal, our computer system or the ATM or POS system, we may limit the number, dollar amount and the types of EFTs you can make, including the types of Accounts you can access with a Card.

For security reasons, there are other limits on the number and dollar amount of EFT transactions you can make, in addition to the limits that are described in this Agreement.

Other limitations may apply at merchants or at ATMs or POS terminals which you can access through the ATM or POS Switch Network.

## 5. FOREIGN TRANSACTIONS.

If you make a transaction at a non U.S. ATM location that dispenses currency other than U.S. dollars, Cirrus System, Inc. will convert the local currency transaction amount into a U.S. dollar amount. Cirrus System, Inc. will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is, in most cases, either a government mandated rate or the wholesale rate in effect the day before the U.S. date of the transaction, increased by one (1) percent.

If you effect a transaction with your MasterCard® Debit Card in a currency other than U.S. dollars, MasterCard® International Incorporated will convert the charge into a U.S. dollar amount.

MasterCard® International will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently the currency conversion rate used by MasterCard® International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard® International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard® International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

## 6. OTHER.

We have no liability if, for any reason, the Card is not honored at any establishment.

## 7. DOCUMENTATION.

**A.** If you have arranged to have bills paid from your checking or savings account, such as certain utility bills to the same person or company or have arranged for direct deposits to be made to your account, such as Social Security or Government recurring payments through the Automated Clearing House (ACH) at least once every sixty (60) days, you may call us at (860) 889-7381 or review your account activity online to find out if the deposit or withdrawal has been made.

**B.** Periodic Statements – you will get a monthly account statement unless your Account is a Passbook Savings type.

**C.** If you bring in your passbook to us, we will record any electronic transactions that were made since the last time your account was updated.

**D.** If you conduct a transaction at an ATM or a point-of-sale terminal, you will receive a receipt at that time.

## 8. PREAUTHORIZED PAYMENTS FROM YOUR ACCOUNT.

**A. Stop Payments.** If you have told us in advance to make regular payments out of your checking account, you can stop any of these payments by contacting us at the phone and address identified in Section 13. **To Report an Error** in time for us to process your request, the request must be received three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us fourteen (14) days after you call. A bank form will be provided for this written request. We will also charge you for each stop payment order you place as outlined in our *Schedule of Fees*.

**NOTE:** If you want to stop regular preauthorized payments out of your Account permanently, you must notify the person or organization you have told us to pay. A stop payment request which we receive will only stop the particular payment to which it applies, unless you specifically instruct us otherwise. If you instruct us to stop these payments permanently we will do so, but we may require you to send us a copy of your notice to the person or organization you told us to pay. This section does not apply to Bill Payment stop payments or cancellation requests. Bill payment stop payment and cancellation requests are governed by separate agreement.

**B. Notice of Varying Amounts.** If regular preauthorized payments out of your Account may vary in amount, either we or the person or organization you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may ask the person or organization you are going to pay to give you this notice only when the payment would differ by more than a certain amount from the prior payment when the amount would fall outside certain limits that you set. We will not be liable if the person or organization you are going to pay fails to give you notice of varying amounts.

**C. Liability for Failure to Stop Payment of Preauthorized Payments.** If you ask us to stop a regular preauthorized payment out of your Account three (3) business days or more before the transfer is scheduled by giving us a proper stop payment request (as explained above) and we do not follow your request to stop payment, then we will be liable for certain types of losses or damages which you may suffer.

**D. Stop an EFT.** Unless otherwise stated in this Agreement, you cannot stop an EFT, other than a preauthorized payment.

## 9. FEES AND CHARGES.

Our fees for EFTs are disclosed in our Schedule of Fees (as amended from time to time). If you use an ATM that is not owned by us, you may be charged a fee by the ATM operator, or any network used to complete the EFT (and you may be charged a fee if you ask what your current Available Funds balance is in your Checking or Savings Account at such an ATM even if you do not complete any other EFT).

## 10. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.

If we do not complete a preauthorized deposit or withdrawal on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

**A.** If through no fault of ours, you do not have enough money in your account for us to make an electronic funds transfer.

**B.** If the Account has a “hold” on it for the amount of all or part of the funds necessary to make the transfer.

**C.** If the ATM, POS terminal, Telephone Access System, Online Banking, Mobile Banking, or the system that supports any of these services was not working properly and you knew or should have known about the breakdown when you started the transaction.

**D.** If you do not give us, where applicable, your name, correct PIN or User ID and, where applicable, correct Account numbers, Passwords, and correct Social Security Number when starting a transfer.

**E.** If the originating company or person submits to us incorrect information, such as an error in the dollar amount or an error in your account number.

**F.** If circumstance beyond our control, such as fire or flood, prevent the processing of your preauthorized entry despite reasonable precautions that we may have taken.

**G.** If we have reason to believe that you or someone else are using the Card, ATM or POS terminal, Telephone Access System, or Online Banking for fraudulent or illegal purposes.

**H.** There may be other exceptions which are beyond our control.

## 11. IF YOUR CARD OR PIN IS LOST OR STOLEN.

If you believe your Card and/or PIN and/or User ID, Password, and/or Account number(s) has been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from your Account, without your permission, contact us at:

**860-889-7381**

Eastern Connecticut Savings Bank  
257 Main St - P.O. Box 709  
Norwich, CT 06360

**After business hours,  
please call our hotline at 833-337-6075**

## 12. YOUR LIABILITY.

Tell us AT ONCE if you believe your Card, PIN, User ID, Password, or Account number(s) has been lost or stolen. Telephoning is the best possible way to keep losses down. If you do not notify us of such loss or theft you might lose all your Available Funds. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than fifty (\$50) dollars, if someone used your Card, PIN, User ID, Password, or Account number without your permission. MasterCard® has a zero liability for MasterCard® covered transactions. Zero liability is provided under the following conditions:

- Your account is in good standing
- You have exercised reasonable care in safeguarding your card
- You have not reported two or more unauthorized events in the past 12 months

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card, PIN, User ID, Password, or Account number, and we can prove we could have stopped someone from using your Card, PIN, User ID, Password, or Account number without your permission if you had told us, you could lose as much as \$500. However, you could lose all the funds in your Account(s) plus your overdraft credit limit if you do not inform us within two (2) business days of the loss or theft of your Card, PIN, User ID, Password, or Account number.

Also, if your statement or Passbook shows transfers that you did not make, including those made by card, code or other means, tell us AT ONCE. If you fail to tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

If you telephone us about anything in Section 12, we may ask you to confirm the information in the telephone call to us in writing. *The protections and limitations outlined above do not apply to Health Savings Account Card transactions.*

## 13. TO REPORT AN ERROR OR FOR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

If you think your Account statement, Passbook or receipt is wrong, or if you need more information about a preauthorized deposit or withdrawal listed, call us as soon as possible at **860-889-7381** or you may write us at:

Eastern Connecticut Savings Bank  
Deposit Operations Department  
257 Main St - P.O. Box 709  
Norwich, CT 06360

We must hear from you no later than sixty (60) days after we updated your passbook or the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or preauthorized entry you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any bank error promptly. If we need more time, however, we may take up to forty five (45) days (ninety - 90 days for new accounts, POS, or foreign ATM transactions) to investigate your complaint or question. If we decide to do this, we will provide provisional credit to your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide there was no error, we will send you a written explanation within three (3) business days after we complete our investigation and debit any provisional credit that may have been made. You may ask for copies of the documents used in your investigation.

## 14. THE CARD.

All ATM or Debit MasterCard® Cards belong to us. We can take them back at any time. You agree to promptly surrender the Card whenever we or our agents request it.

If more than one person is authorized to request EFTs from your Account, or if another person has a Card and/or PIN that can access your Account, we cannot stop that person from making EFTs from your Account unless we cancel all Cards and/or PINs that access the Account. (See also Section 2 above)

If you give an ATM or POS terminal the wrong PIN, the ATM or POS terminal may keep your card. You understand that this is for your protection.

## 15. YOUR PIN.

You agree that you will not give your PIN, User ID, or Password to anyone. You also agree that you will not write your PIN, User ID, or Password on the Card or on anything that is easily accessible to an unauthorized user.

**DO NOT WRITE YOUR PIN ON THE CARD. DO NOT KEEP YOUR PIN, User ID, PASSWORD, OR ACCOUNT NUMBER IN THE SAME PLACE.**

If you forget your PIN, you will have to get a new PIN and you may also have to get a new Card. You may visit any branch to have your Card re-pinned. We do not keep any record of your PIN or Password.

## 16. JOIN ACCOUNTS.

If the Account is a joint Account, the following applies:

**A.** Each owner of the Account must have his or her own Card and/or PIN and/or User ID and Password (as applicable) in order to use any EFT services described in Section 1 A, B, E, and/or F above.

**B.** All obligations and charges that bind you under this Agreement also bind all other owners of the Account. Each owner of the Account is jointly and severally liable for the use of the Account and for all transactions from the Account, including transactions made with any Card, PIN, and any User ID and Password.

**C.** Any one of you can give us written permission to disclose information about the Account or about transfers you make to third parties. (Please see Section 19 of this Agreement). We may take such actions without any prior or subsequent notice to or approval by the other Account owners.

## 17. CANCELLING EFT SERVICES.

We can cancel your ability to use any or all of our EFT services at any time at our discretion, without any notice to you. You can cancel your ability to use any, or all, of our EFT services by telling us in writing that you want to cancel. However, if you wish to stop making automatic recurring payments that you have authorized, you must provide us with a separate notice in accordance Section 8 a, above. You can also cancel your ability to use our EFT services by closing your Account(s).

You agree to give us three (3) Business Days to cancel any or all of our EFT services after you give us your written notice. You remain responsible for all transfers of funds to and from your Account(s) during these three (3) Business Days.

Even if your ability to use our EFT services is canceled or ends, you understand that you will continue to be responsible for paying us whatever you owe us at that time under this Agreement.

#### 18. OUR RIGHTS WITH REGARD TO OVERPAYMENTS.

If funds have been deposited into your Account(s), to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owing from you to us and you authorize us summarily to withdraw such amounts from your Account(s) or any other Account you have with us. We can do this without giving you any advance notice or demand. We can also exercise our right of set-off to recover any such amount, as described more fully in Section B 11 of our *Deposit Account Agreement*. (An example of such an overpayment to your Account to which you are not legally entitled would be a Social Security payment received by direct deposit after your death.)

#### 19. DISCLOSURE OF INFORMATION TO THIRD PARTIES.

We will disclose information to third parties about your account or your preauthorized credits or debits:

- A. Where it is necessary for completing a preauthorized entry.
- B. In order to verify the existence and condition of your account for a third party, such as credit bureau or merchants.
- C. In order to comply with government agency or court orders.
- D. If you give us written permission.

#### 20. ATTORNEY FEES.

If you bring legal action against us or if we bring legal action against you and the legal action involves EFTs or matters discussed in this Agreement, you must pay reasonable attorney's fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum allowed by law.

#### 21. AMENDMENTS.

We can change and add to this Agreement, including, for example, adding or increasing fees. We will give you notice of these changes as required by law.

#### 22. ENFORCEMENT OF OUR RIGHTS.

We can choose not to enforce, or to delay in enforcing, any of our rights under this agreement without losing them in the future.

## Locations

### Norwich

257 Main St. • 860-425-0123

666 West Main St. • 860-886-1419

220 W. Town St. • 860-383-1660

### Jewett City

1 Slater Avenue • 860-376-2548

### Plainfield

14 Lathrop Rd. • 860-564-0006



**bankeasternct.com • 860-889-7381**