#### READING COOPERATIVE BANK ONLINE & MOBILE BANKING AGREEMENT

This Agreement and Disclosure contains the terms and conditions for Reading Cooperative Bank's Online Banking Service and Mobile Banking Service, the disclosures required by the Electronic Funds Transfer Act and additional information required by Massachusetts law. By using Online Banking and/or Mobile Banking, you indicate your agreement with these terms and conditions in addition to any terms and conditions to which you have previously agreed. Reading Cooperative Bank in its discretion may modify these Terms and Conditions at any time.

Online Banking and Mobile Banking are consumer electronic banking services that allow you to access account information, check balances, transfer funds and, if you elect, pay bills. You may access Online Banking using a personal computer or mobile device through Reading Cooperative Bank's web page on the Internet. Our Internet address is www.readingcoop.com. Mobile Banking may be accessed via the Reading Cooperative Bank Mobile Banking app which is available for Apple and Android mobile devices.

Online Banking and Bill Payment through Quicken® is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including but not limited to transaction limits, transaction processing and system availability. Specifics of Online Banking and Bill Payment through Quicken® are documented in the Online Help which is accessible via the Internet service.

For the purpose of this document, "you," and "your" shall refer to each depositor who signs up for Online Banking, and/or Mobile Banking. "We, "Us, "Our" and "Bank" shall refer to the Reading Cooperative Bank. All references to time of day in this Agreement and Disclosure refer to Eastern Time.

You may use Online Banking or Mobile Banking any time, day or night, seven days a week. However, either service may occasionally be temporarily unavailable due to Bank record updating, system maintenance or technical problems. Access to Online Banking and Mobile Banking is made available by or on behalf of Reading Cooperative Bank to you and shall be and remains the property of Reading Cooperative Bank or its vendors, service providers or licensors, as applicable.

We reserve the right to suspend or terminate access to Online Banking and Mobile Banking for any reason without notice. No termination of the access to these services or any part thereof will affect your liability or obligations under this Agreement or the Account Terms and Conditions, which, by their nature or by express provision, are intended to survive termination.

When using the Online Banking or Mobile Banking, you may experience technical or other difficulties, a system interruption, or a system failure; and in such event, your data may be lost or destroyed. Any transactions that you initiated or completed or were in the process of completing prior to or during any such event should be verified by you through means other than online. We are not liable for and do not assume responsibility for any data loss, or technical or other difficulties or any resulting damages that you may incur, and you assume the risk of loss of your data during any such difficulties, failure, or interruption as well as the responsibility to verify the accuracy and completeness of any affected transactions.

Use of Online Banking and Mobile Banking Service: The Online Banking and Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use the Services before you actually do so. You also accept responsibility for making sure that you know how to properly use your mobile device and the Software. We may change or upgrade the Online Banking and Mobile Banking Services or Software from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use the Services as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the Online Banking or Mobile Banking Services or your computer or your mobile device. We reserve the right to modify the scope of the Services at any time. We reserve the right to refuse to make any transaction you request through the Services. You agree and understand that the Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

Additionally, not all of the products, services, or functionality available through Online Banking are available when using Mobile Banking and not all of the products, services, or functionality available through Mobile Banking are available when using Online Banking. The Mobile Banking Service may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported in connection with the Mobile Banking Service.

Financial information obtained through the Online Banking and Mobile Banking Services (including, without limitation, any text message alerts) reflects the most recent account information available through the Services and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Account Ownership/Accurate Information: To enroll for Online Banking and Mobile Banking you must be an authorized signer or an owner (either individual or joint) of a Reading Cooperative Bank deposit account that is eligible for Online Banking and Mobile Banking and approved by us.

You represent and agree that all information you provide to us in connection with Online Banking and Mobile Banking is accurate, current, and complete. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date, accurate and confidential.

**Proprietary Rights:** You are permitted to use content delivered to you through Online Banking or Mobile Banking only in connection with your proper use of the Online Banking and Mobile Banking Services. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Online or Mobile Banking technology, including, but not limited to, the Software or other applications or mobile device applications associated with the Services.

No Commercial Use or Re-Sale You agree that Online Banking and Mobile Banking is for your personal use only. You agree not to resell or make commercial use of the Online Banking or Mobile Banking systems or software.

Software License Agreement: Subject to your compliance with these Terms and Conditions, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Mobile Banking Software on your mobile device within the United States and its territories. In the event that you obtain a new or different mobile device, you will be required to download and install the Software to that new or different mobile device. This License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service, (ii) termination of the Reading

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Cooperative Bank Online Banking service, (iii) your deletion of the RCB Mobile Banking app software from your mobile device, or (iv) notice to you at any time, with or without cause. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the RCB Mobile Banking app software from your mobile device. In the event of the revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

Restrictions on Use You agree not to use the Online Banking or Mobile Banking Services and Software in or for any illegal, fraudulent, unauthorized, or improper manner or purpose and that you will use the Services and Software only 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.

Without limiting the foregoing, you agree that you will not use the Online Banking and Mobile Banking Services and Software 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 Reading Cooperative 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 Reading Cooperative Bank or any third-party service provider involved in the provision of the Online Banking or Mobile Banking Services; (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), deathrelated (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 Reading Cooperative Bank, any third-party service provider involved in providing the Online Banking and Mobile Banking Services, 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 vendors, service providers or licensors, or any third party. You agree that you will not attempt to: (i) access any software or services for which your use has not been authorized; (ii) use or attempt to use a third party's account; or (iii) interfere in any manner with the provision of the Online Banking or Mobile Banking Services or Software, the security of the Services or Software, or other customers of the using the Services or Software, or otherwise abuse the Services or Software.

Smartphones and Other Web Enabled Devices: You acknowledge that smartphones and other Web enabled devices, including the mobile device you use to access the Online Banking or Mobile Banking, are subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your mobile device. You also agree not to use a mobile device that has been altered from the original factory settings. This type of altering is commonly referred to as "Jail Broken" or "unlocked".

You agree to exercise caution when utilizing the RCB Mobile Banking app or accessing Online Banking on your mobile device and to use good judgment and discretion when obtaining or transmitting information. Any losses, charges and unauthorized transactions involving your accounts that are incurred through loss of your mobile device or your failure to safeguard the security credentials you use (such as usernames and passwords) to access Online Banking and Mobile Banking Services will remain your responsibility, except as otherwise provided in applicable law, regulation or other agreements between you and Reading Cooperative Bank.

Messaging and Data Charges: You agree that Online Banking and Mobile Banking or the Software may require the use of your mobile device's data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your service agreement with your mobile service provider. You agree that Reading Cooperative Bank is not responsible for any charges you may incur while using the Mobile RCB Banking Service and Software.

Customer Service Hours: Every day is a business day except Saturdays, Sundays, and Federal Holidays. Business hours are Monday through Thursday 8:30 a.m. to 5:00 p.m., Thursday and Friday 8:30 a.m. to 6:00 p.m. and Saturday 9:00 a.m. to 2:00 p.m. More detailed information about branch locations and business hours is available on request or on our website, <a href="www.readingcoop.com">www.readingcoop.com</a>. Customer Service is available during business hours. Please telephone Reading Cooperative Bank Customer Service at 781-942-5000.

### SERVICES AVAILABLE THROUGH ONLINE BANKING AND MOBILE BANKING:

- Account balance and transaction display, account statements, check copies, and I.R.S. forms and 1098 and 1099 related interest reporting;
- Deposit Checks (Mobile Banking ONLY)
- Transfer funds electronically between accounts and banks, "Transfers";
- Make loan payments
- Bill Pay
- Pay A Person (P2P)
- Place stop payments
- Open an account
- Wire Transfers
- Money Management Tool

**INTERNET EMAIL NOTIFICATIONS:** It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:

- Password changes
- User ID changes
- Internet email address changes (sent to old and new addresses)
- Adding New Payees

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- When an eBill is Due
- When your eBill merchant credentials expire

Designation of Primary Account: You may access your Reading Cooperative Bank deposit accounts with Online Banking and Mobile Banking, and also view term certificates and loans.

Bill Payment Service: Bill payment service allows you to pay bills out of a designated account on a one-time or recurring basis to payees that you designate subject to the limitations described below. Bill Payment Service is not activated until after you accept the Bill Pay Terms of Service.

**Bill Payment Limitations on Services:** You may not schedule a single bill payment for greater than \$25,000.00. There is a dollar limit of the lesser of \$25,000 or the available balance in your deposit account for any Bill Payment. The available balance in your checking account may include available funds from an overdraft protection line of credit. All Bill Payments are subject to the terms and conditions of the deposit account being accessed.

Withdrawal Limitations: Federal regulations limit the number of transfers and check withdrawals from certain interest bearing accounts, specifically Online Statement Savings, Statement Savings, Passbook Savings or Money Market Accounts: You may make up to six (6) transfers per calendar month (including Online Banking transfers) from your Online Statement Savings, Statement Savings or Money Market Accounts by means of pre-authorized, automatic, telephone, or computer transfer, or by check, draft, debit card or similar orders to pay third parties. For purposes of federal regulations, transfers include External Bank Transfers (including Bill Payments), Internal Bank Transfers and Unlinked Bank Transfers.

## PAY A PERSON (P2P SERVICES)

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and your Financial Institution or its designated third-party processor or service provider ("We", "Us"), in connection with Pay a Person, also known as P2P Payment, (the "Service") offered through Financial Institution's online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a P2P Payment Instruction from one of your Eligible Transaction Accounts at Financial Institution, to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute P2P Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. (P2P payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalfpursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules").

- 1. <u>Eligibility</u>: The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that youagree to be bound by this Agreement.
- 2. <u>Initiating P2P Payment Instructions</u>: All P2P Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each caseas in effect from time to time. Before You will be permitted to initiate a P2P Payment instruction, You will be required to agree to this Agreement, and follow the procedures set forth on the Site.

## 3. Security Procedure:

- 1. You shall comply with the security procedure requirements with respect to P2P Payment Instructions initiated by You, as well as those required in connection with the On-line Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the P2P Payment Instruction.
- 2. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P Payments on Your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Reading Cooperative Bank immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by Reading Cooperative Bank prior to receipt of such notification plus a reasonable time period thereafter for Reading Cooperative Bank to act on such notice.

## 4. Compliance with Security Procedure:

- 1. If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Reading Cooperative Bank purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Reading Cooperative Bank, and Reading Cooperative Bank shall initiate the P2P Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Reading Cooperative Bank the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by You, provided Reading Cooperative Bank accepted the P2P Payment in goodfaith and acted in:
- 2. compliance with the security procedure referred to in this Agreement with respect to such P2P Payment. Reading Cooperative Bank shall conclusively be deemed tohave complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a P2P Payment matches the password associated with Your Account on the Site.
- 3. If a request for a P2P payment (or request for cancellation or amendment of a P2P Payment) received by Reading Cooperative Bank was transmitted or authorized by You, You shall pay Reading Cooperative Bank the amount of the P2P

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Payment, whether ornot Reading Cooperative Bank complied with the security procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if Reading Cooperative Bank had complied with such procedure.

### 5. Payment Authorization and Remittance:

- 1. By providing us with names and mobile phone numbers and/or email addressesof Recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through the Service.
- 2. When we receive a P2P Payment Instruction from you, you authorize us to debityour Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned tous because the processing of your P2P Payment Instruction could not be completed.
- 3. We will use reasonable efforts to complete all your P2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the P2P Payment Instruction, or the P2P Payment Instruction would exceed the credit limit of your overdraft account;
  - 2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the P2P Payment Instruction;
  - 3. The payment is refused or returned by Recipient or Recipient's Financial Institution,
  - 4. You have not provided us with the correct information, including but not limited to the correct P2P Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or
  - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.
- 4. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for theReceiver to whom you are attempting to send the P2P Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
- 5. You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P Payment, You authorize and are empowered to authorize US to submit the P2P Payments on your behalf.
- 6. <u>Your Representations and Agreements: Indemnity:</u> With respect to each and every request for a P2P Payment initiated by You, You represent and warrant to Us and agree that:
  - 1. You are authorized to initiate such request for a P2P Payment and hereby authorize Us to initiate each P2P Payment requested by you in the amount provided that:
  - 2. Such authorization is operative at all relevant times, including without limitation
    - 1. at the time you establish the pre-authorization on the Site,
    - 2. at the time you initiate a P2P payment, and
    - 3. at the time of transmittal or debiting by Us as provided herein
  - Your P2P Payments are not prohibited as set forth in Section 7,
  - 4. You shall perform Your obligations under this Agreement in accordance with allapplicable laws and regulations, including the sanctions laws administered by OFAC, and
  - 5. You shall comply with and perform all of your obligations described in any otherapplicable Agreement. You shall indemnify Us against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.
- 7. <u>Prohibited Payments</u>: 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:
  - 1. Payments to persons or entities located in prohibited territories (including anyterritory outside of the United States);
  - 2. Payments that violate any law, statute, ordinance, or regulation;
  - Payments that violate the Acceptable Use terms in section below
  - 4. 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 orservices that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;

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- 5. 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 orgreyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
- 6. 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 orpossession 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;
- Tax payments and court ordered payments including but not limited to Alimonyand Child Support.
- 8. In addition to the above-referenced prohibited payments, we may also blockand/or reverse payments that involve donations or payments to any 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 itslegitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign, or delegate rights or responsibilities 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
- 8. Our Responsibilities. Liability. Limitations on Liability: Indemnity: In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a P2P Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall bedeemed Our agent. You agree to indemnify Us against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person described in this Section 5a
  - 1. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOURACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WASKNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
  - 2. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communization facilities, equipment failure, war, emergency conditions or other circumstances beyond Our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a P2P Payment if such transmittal would result in Our having exceeded any limitation upon Our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
  - 3. Subject to the foregoing limitations, Our liability for loss of interest resulting fromits error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in Section 5a.
- 9. <u>Inconsistency of Name and Account Number:</u> You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment maybe made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Us is not excused in such circumstances.
- 10. Amendments: From time to time, We may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right toterminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.
- 11. Notices, Instructions, Etc.:

- 1. Except as otherwise expressly provided herein, We shall not be required to actupon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
- 2. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by itin good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
- 12. <u>Cooperation in Loss Recovery Efforts:</u> In the event of any damages for which We or You may beliable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, inperforming loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
- 13. <u>Text and Email Alerts</u>: You may request automated alert messages to be sent by text or email. Weoffer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
  - a. <u>General Provisions for All Text Alerts</u>: By requesting text services, you agree that we may sendtext messages to the mobile phone number you specified. Text alerts are supported by most mobilecarriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S.Cellular®, and others. Neither Financial Institution nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call your Financial Institution's Customer Service.

### **ONLINE BANKING & MOBILE BANKING TRANSFERS**

Internal Transfers: You may designate eligible online banking accounts at Reading Cooperative Bank between which you may transfer funds electronically through Online Banking or Mobile Banking. There is a dollar limit of the lesser of \$100,000 per day or the available balance in your account. The available balance in your checking account may include available funds from an overdraft protection line of credit. If you require a higher limit, you may request it in writing subject to Bank approval.

Transfer funds from your checking account or savings account at Reading Cooperative Bank to your checking account or savings account at Reading Cooperative Bank.

Transfers to the following savings accounts are not permitted: IRA Roth Savings, IRA Statement Savings, CHB IRA Savings, CHB EQ Variable Rate IRA Savings.

**Unlinked Transfers:** You may transfer funds from your accounts at Reading Cooperative Bank to accounts of other depositors at Reading Cooperative Bank. There is a maximum transaction limit of the lesser of \$10,000 or the available balance in your account on any Unlinked Transfer. The available balance in your checking account may include available funds from an overdraft protection line of credit. If you require a higher limit, you may request it in writing, subject to Bank approval.

Transfer Funds from your Reading Cooperative Bank checking account or savings account to the Reading Cooperative Bank 'unlinked' checking account or savings account of another RCB customer.

Unlinked accounts are accounts that are not owned by you. Transfers from the following 'unlinked' savings accounts are not permitted: IRA Roth Savings, IRA Statement Savings, Passbook Savings, Christmas Passbook Savings, Vacation Savings, Student Passbook Savings, Online Vacation Savings, Online Christmas Savings Accounts, CHB Passbook Savings, CHB Seasonal Fall Savings, CHB IRA Savings, CHB EQ Passbook Savings, CHB EQ Superior Passbook Savings, CHB EQ Variable Rate IRA Savings, CHB EQ Gold Passbook Savings, CHB EQ Gold Club, CHB EQ Club accounts

**External Bank Transfers:** You may transfer funds between your accounts at Reading Cooperative Bank and your accounts at other banks. Transfer funds from your checking account or savings account at Reading Cooperative Bank to your checking account or savings account at another financial institution.

Transfer funds to your checking account or savings account at Reading Cooperative Bank from your checking account or savings account at another financial institution.

External Bank Transfers are accomplished by Automated Clearing House (ACH) debits and credits. Transfers can be scheduled for a future date or on a recurring basis. All future dated and past transfers are viewable from within the Transfer Activity section of the service. Once validated, transfers established prior to 3:00 p.m. on a business day will be processed on the next business day. You agree that this external transfer service is for consumer purposes only between your account(s) at Reading Cooperative Bank and your account(s) at another financial institution.

When you request an external transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated account. We may refuse to act on your external transfer instruction if there are insufficient funds available in your account or under any linked overdraft protection from savings or overdraft line of credit. External Funds transfers will be deemed deposited on the transaction date and will be available thereafter in accordance with our Funds Availability Policy.

There is a daily dollar limit of the lesser of \$10,000 or the available balance in your account. The available balance in your checking account may include available funds from an overdraft protection line of credit. There is a monthly dollar limit of \$50,000 for External Bank Transfers. If you require a higher limit, you may request it in writing subject to Bank approval.

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External Transfers to or from the following Reading Cooperative Bank savings accounts are not permitted: IRA Roth Savings, IRA Statement Savings, Passbook Savings, Christmas Passbook Savings, Vacation Savings, Student Passbook Savings, Online Vacation Savings, Online Christmas Savings Accounts, CHB Passbook Savings, CHB Seasonal Fall Savings, CHB IRA Savings, CHB EQ Passbook Savings, CHB EQ Superior Passbook Savings, CHB EQ Variable Rate IRA Savings, CHB EQ Gold Passbook Savings, CHB EQ Gold Club, CHB EQ Club accounts.

When using External Bank Transfers, accounts maintained at another bank must be either a checking account or a savings account and must be in your name. Also, you must provide us with the name of the bank, your account number and the bank's transit-routing number. Funds from External Bank transfers will be available for your use as soon as we receive the funds.

In order to use the external bank transfer (ACH) service, you must agree to the following National Automated Clearinghouse ("NACHA") Rules: Subsection 2.4.1, the Entry is authorized by the Originator and Receiver; a.) The entry has been properly authorized by the Originator and the Receiver in accordance with the NACHA Rules; b.) The Originator's authorization has not been revoked, the Origination Agreements concerning the entry have not been terminated and neither the ODFI, any third-party sender, nor the Originator has actual knowledge of the revocation of the Receiver's authorization or of the termination of the agreement between the RDFI and the receiver concerning the entry; c.) at the time the entry is processed by the RDFI, the authorization for that entry has not been terminated, in whole or in part, by operation of law. This subsection 2.4.1(C) shall not apply if the RDFI has actual knowledge of the circumstances giving rise to such termination at the time it processes the entry and the ODFI does not have such actual knowledge.

Subsection 2.4.1.2 the entry complies with the NACHA Rules; a.) the entry complies with these Rules, including the use of proper standard entry class code.

Posting of Transfers: Immediate transfers typically occur instantly once the "Confirm" button is selected. The transaction cannot be cancelled or stopped. Future Dated and Recurring transfers may be edited from the Scheduled Transfers list prior to midnight on the day before the scheduled transfer date. Transfers of funds are processed against available funds which may include any overdraft methods that you have selected to cover your account. Internal transfers can be Immediate or scheduled as future dated or recurring. External Transfers must be Future dated.

Stopping or Changing Transfers: If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. You must access the appropriate function in our Online Banking or Mobile Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete the transfer or make the change.

If a transfer has been made for which funds are not available and the Bank is unable to recover the amount of the payment by charging your account(s), you agree to repay the funds owed immediately upon demand.

Authorization to Charge Accounts: You authorize Reading Cooperative Bank to debit the accounts you designate for all Online Banking transactions, including the amount of any Bill Payment or Transfer that you make plus any fees for the service. You authorize us to process Bill Payments and to transfer funds according to your instructions. You authorize us to initiate any reversing entry and to debit your accounts at Reading Cooperative Bank or elsewhere, in order to correct any mistaken credit entry. If a Bill Payment or Transfer request describes the recipient incorrectly by name or account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named recipient.

Further, Reading Cooperative Bank and other banks to which External Bank Transfer requests are forwarded may rely on the names, account numbers and identification numbers supplied by you, even if those names or numbers are incorrect and result in a transfer to an account other than the one you intended. You also authorize us to make those Bill Payments required by check even though you have not signed the check used to make the payment.

Fees: Please refer to our Personal Fee Disclosure for fees related to Online Banking or Mobile Banking services.

**STOP PAYMENT REQUESTS:** The Stop Payment feature within our Online Banking and Mobile Banking is designed to submit a request to stop payment on checks you have written. The online stop payment service cannot be used to cancel transfers between accounts or to stop electronic bill payments.

You agree to submit the stop payment request within a reasonable period of time for Reading Cooperative Bank to receive and act upon the request and you understand that Reading Cooperative Bank must rely on the information provided to describe the item(s) with certainty. Reading Cooperative Bank will not assume any responsibility if the description of the check or item is inaccurate or incomplete.

Reading Cooperative Bank shall not be liable if, as a result of payment of the item subject to this request, other items drawn by you are returned due to insufficient funds. You will notify Reading Cooperative Bank promptly of the issuance of a check or item, which is a duplicate of the check or item subject to this stop payment order, or upon the return of the original check. Reading Cooperative Bank shall not be liable for payment of any item subject to a stop payment order upon the expiration or withdrawal of such order, and Reading Cooperative Bank may, in its discretion, refuse to honor any such item pending your instruction. You may withdraw this stop payment order only in writing or in person at one of our branch offices.

You acknowledge and agree to the above terms and conditions and authorize the assessment of the applicable stop payment fee to the account affected by the stop payment request. You also certify that you are an authorized signer on the account affected by the stop payment request.

Stop payment fees are assessed for each check as published in our Personal Fee Disclosure. When the stop payment request has been submitted, we will present you with a confirmation page. You should print a copy of the confirmation page for your records. A check stop payment order is effective only for six months but may be renewed by you.

## MOBILE CHECK DEPOSIT

You may deposit checks to your personal account through the Mobile Banking Service using the camera on your mobile device.

Deposit Limits - The following limits apply to the dollar amount and/or number of items or deposits that you may transmit using Mobile Check Deposit in a day, and we

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may modify these limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, we will not be obligated to allow such a deposit at other times.

Daily Aggregate Limit: \$25,000Per Check Limit: \$25,000

We reserve the right to modify these limits from time to time or to impose different limits on new customers. You may request higher limits in writing subject to Bank approval.

Ineligible Items - You agree to photograph and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include in the Mobile Deposit Service. You agree that the image of the check transmitted to Reading Cooperative Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Massachusetts. You agree that you will not photograph and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person other than you.
- Checks containing alterations to any of the fields on the front of the check (including the MICR line), or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Reading Cooperative Bank's current procedures relating to the Mobile Deposit Service or which are otherwise not
  acceptable under the terms of any agreement governing your Reading Cooperative Bank account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that are drawn or otherwise issued by the U.S. Treasury Department, payable to someone other than you.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution, or
  that have otherwise been deposited with Reading Cooperative Bank or any other financial institution, including checks that have been returned unpaid.
- Checks on which a stop payment has been issued or for which there are insufficient funds.

You promise to Reading Cooperative Bank that:

- You will not transmit any ineligible items.
- You will not transmit duplicate items.
- You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
- The digital image of the check transmitted to Reading Cooperative Bank is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
- You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured
  is accurate.
- You will not re-deposit or re-present the original item.
- All information you provide to Reading Cooperative Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations in using the Mobile Deposit Service.

**Endorsements and Procedures:** Before transmission, you agree to endorse each check transmitted through the Mobile Deposit Service with the endorsement "For mobile deposit only along with your signature, or any other endorsement that may be required by Reading Cooperative Bank. You agree to promptly supply information in your possession that we request regarding any item you deposit or attempt to deposit through the Mobile Deposit Service.

Receipt of Items: We reserve the right to reject any item transmitted through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. We reserve the right to charge-back to your account at any time; any item that was subsequently returned to us or that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Availability of Funds: You agree that items transmitted using the Service are not subject to the fund's availability requirements of Reg. CC. You further agree that we may modify the Funds Availability Policy set forth in our Consumer Deposit Account Agreement for items transmitted using the Service, including the following modifications: In general, if an image of an item you transmit through is received and accepted before the cut-off time, currently 3:00 p.m. Eastern Time on a business day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using the Mobile Deposit Service will generally be made available upon "Acceptance" of the deposit by Reading Cooperative Bank. In the event we delay the availability of funds, we will notify you of the delay. We may modify cutoff times and availability times for items deposited through the Service at any time except as prohibited by law. You understand and agree that checks and items must be received and accepted by us before the applicable cutoff time and must not be incomplete, illegible, or erroneous to be eligible for the foregoing availability time frames.

Disposal of Transmitted Items: You agree to retain each check that you transmit using the Mobile Deposit Service for at least fifteen (15) calendar days from

the date of the image transmission. After that 15-day period, you agree to destroy the check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to promptly provide it to Reading Cooperative Bank upon request. You agree never to represent to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service.

**Presentment:** The manner in which any item transmitted through the Mobile Deposit Service is cleared, presented for payment, and collected shall be in Reading Cooperative Bank's sole discretion, subject to the Agreements governing your account in which the item is deposited.

Errors: You agree to notify Reading Cooperative Bank of any suspected errors regarding items deposited through the Service right away, and in no event later than the time frames specified in the Consumer Deposit Account Agreement. As further disclosed in the Consumer Deposit Account Agreement, unless you notify Reading Cooperative Bank within such time, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Reading Cooperative Bank for such alleged error.

**Errors in Transmission:** By using the Mobile Deposit Service you accept the risk that an item may be intercepted or misdirected during transmission. Reading Cooperative Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality: The image of an item transmitted to Reading Cooperative Bank using the Service must be legible, as determined in the sole discretion of Reading Cooperative Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board or any other regulatory agency, any clearinghouse or association we may use, any service provider we may use, or any higher standard set by us. You agree to promptly rescan or otherwise present original checks or items upon our request if the image quality of an item does not conform to such requirements. You agree that we are not liable for any damages resulting from the poor image quality of an item, including damages related to the rejection or delayed or improper crediting of such item, or from any inaccurate information you provide regarding an item.

### **WIRE TRANSFERS**

**Transfer Instructions and Transmission Methods:** You may initiate and approve same day domestic wire transfers of funds to US banks securely and quickly. Approved wire transfer entries are processed on business days until the daily cut-off time. You may send wire transfers totaling no more than \$5,000.00 per business day.

Transactions Limits; Execution of Wire Transfers: By submitting a wire transfer request, you authorize and instruct us to withdraw the amount of any requested wired transfer, plus any applicable fees and charges, from your designated Deposit Account. Subject to the terms of this Agreement, we will accept and execute a wire transfer received from you that we have authenticated and is in conformity with the security procedures set forth in this Agreement, cut-off times, transaction limits and other requirements as described in this Agreement and any associated exhibits, set-up form(s) and other documentation. We will reject wire transfer orders that would cause your transactions to exceed any daily transaction limit, or any daily exposure limit established by us for you. Such daily transaction limit and the daily exposure limit may be modified from time to time upon your request in accordance with our rules and policies. Any change to such limits shall be in our sole discretion.

All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank or via a similar wire transfer system used primarily for funds transfers between financial institutions.

Each wire transfer must include the following information in addition to any information which we may require for proper identification and security purposes: (i) Deposit Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) name and ABA routing number of the beneficiary's bank, and (iv) account name and account number of the beneficiary. In the event a wire transfer describes an account number for the beneficiary that is in a name other than the designated beneficiary, we may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

Templates created by you via Online Banking or Mobile Banking or other instructions for Repetitive Transfers are your sole and exclusive responsibility. You agree to release and hold us harmless from any loss or liability (including reasonable attorney's fees) which you or we may incur after we have executed a Repetitive Transfer, including without limitation, any loss due to your error in creating the Repetitive Transfer template or instruction.

Time of Execution-Domestic Wires: We will execute each domestic (U.S. based receivers) outgoing wire transfer request that is authenticated by you and in conformity with all security procedures, cut-off times and other requirements set forth herein, on the Business Day received if that day is also a Business Day for our correspondent facility and the recipient bank. We may require additional authentication of any wire transfer request. We reserve the right to reject a wire transfer request that cannot be properly authenticated. Established cut-off times may be changed by us from time to time. The normal cut-off time is 2:30 p.m. Instructions for wire transfers received after such cut-off times may be treated by us for all purposes as having been received on the following Business Day if that day is also a Business Day for our correspondent facility and the recipient bank.

We may handle wire transfers received from you in any order convenient to us, regardless of the order in which they are received. If more than one wire transfer request is made at or about the same time and the Available Funds in the applicable account do not cover all such orders or requests, we may at our option execute as many of such orders or requests as possible within the dollar limits of such Available Funds in any order convenient to us.

Repetitive Transfers: A Repetitive Transfer is a template-based transfer order that you intend to be made on a recurring, periodic basis to the same beneficiary and the same account at the same beneficiary bank, and for which only the date and dollar amount any day additional optional information vary.

Upon set-up of a Repetitive Transfer, we will transfer funds from your Deposit Account(s) according to the instructions set forth by and/or for you in the Online Banking Service or any associated exhibits.

Domestic Repetitive Transfers transmitted through Online Banking or Mobile Banking must be authorized in accordance with the terms, conditions, and requirements of the Service. You shall be responsible for the creation of all Repetitive Transfer templates. We shall not be liable for any error in your set-up or creation of any template. Modifications or deletions of Repetitive Transfers that were established via Online Banking or Mobile Banking must be modified or deleted

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by you prior to your desired effective date of the change or deletion and/or in accordance with the requirements set forth within the Online Banking and Mobile Banking Services.

Cancellation and Amendment of a Wire: You may request that we attempt to cancel or amend a wire transfer request previously received from you. If a cancellation or amendment request is received by us before the wire transfer is executed and with sufficient time to afford us an opportunity to act upon your request, we may, on our own initiative but without obligation, make a good faith effort to act upon such request. In the event your cancellation or amendment request is received after execution or without sufficient notice for us to act on your wire transfer request, we will attempt to have the wire transfer returned.

Notwithstanding the foregoing, we shall have no liability for the failure to affect a cancellation or amendment, and we make no representation or warranty regarding our ability to amend or cancel a wire transfer. You agree to indemnify us against any loss, liability, or expense (including reasonable attorney's fees) which we incur as a result of the request to cancel or amend a wire transfer and the actions we take pursuant to such request.

Notice of Rejection or Return: We shall have no liability for wire transfers sent by us as directed by you which cannot be completed, or which are returned due to incorrect information furnished by you. You are required to fully complete beneficiary name and address, as the beneficiary bank may elect to return an otherwise valid wire transfer for incomplete beneficiary information. We may reject or impose conditions that must be satisfied before we will accept your instructions for any wire transfer, in our sole discretion, including, but not limited to if there are insufficient Available Funds on deposit with us for the specified Deposit Account, if the transfer order that does not comply with the security procedures, if there is any inconsistency between a transfer order and information previously supplied to us, if we are unable to obtain confirmation of such transfer order satisfactory to us, if we believe that the wire transfer may not have in fact been authorized, or if we have other reasonable grounds not to honor the payment order. A wire transfer may also be rejected by an intermediary or beneficiary bank other than us, or by operation of law. If a wire transfer is rejected, we will endeavor to notify you promptly. Upon rejection or return, we shall have no further obligation to act upon a wire transfer, nor shall we have any liability to you due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution, or payment of any wire transfer.

Security Procedures: You shall comply with the security procedures described in this Agreement and as applicable with respect to wire transfers sent by you to us. You acknowledge and agree that the security procedure requirements described in this Agreement are a commercially reasonable method of providing security against unauthorized wire transfers, and that we shall be deemed to have acted in good faith so long as it complies with such security procedure requirements. We acknowledge that the purpose of such security procedures is to attempt to verify the authenticity of wire transfers sent by you and not to detect errors in the transmission or content of wire transfer. No security practice or procedure for the detection of any such error has been agreed upon between you and us.

You are strictly responsible for safeguarding against unauthorized transmissions, disclosures and access to security-related items including information associated with the transmittal of wire transfers, such as instructions, passwords and user identifications, and systems and equipment that interface with, connect to or allow access to us, our information, systems, and equipment (hereinafter referred to collectively as "Security Related Items"). You agree that no unauthorized individual will be allowed to initiate transfers and agree to take reasonable steps to maintain the confidentiality of the security related items in connection with the use of the service as in this Agreement.

If you suspect, know, believe, or have reason to believe that any such information or instructions have been known or otherwise accessed by unauthorized persons, you agree to immediately notify us by phone, followed by <u>written confirmation</u>. The occurrence of unauthorized access shall not affect any transfers made in good faith by us prior to receipt of such notice and within a reasonable time period after notice is received to allow sufficient time for us to respond to such notice.

In addition to the initial Username and Password authentication, the Online Banking Service has multi-layered authentication with the use of Validation Code (multi-factor) or Challenge Question processing (Risk and Knowledge Based). Either process can be a requirement when accessing certain parts of the system, specifically: post initial authentication, bill pay, user options, and money-moving transactions.

We may, from time to time, propose modified, additional, or enhanced security procedures for use with the Wire Service. Your use of the Wire Service acknowledges your agreement to use any such modified, additional, or enhanced security procedures. Notwithstanding anything to the contrary contained in this Agreement, if we believe immediate action is required for our security or the security of your funds, we may initiate modified, additional, or enhanced security procedures immediately and provide prompt subsequent notice thereof to you.

Compliance with Security Procedures: If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by us was sent in accordance with the security procedures described in this Agreement and thereby purports to have been transmitted or authorized by you, it shall be deemed effective as your wire transfer (or request), even if the wire transfer (or request) was not authorized by you.

If we accepted the wire transfer (a) in compliance with the security procedures referred to in this Agreement with respect to such wire transfer, (b) in compliance with any of your written agreement or instruction restricting acceptance of wire transfer issued in your name, and (c) in good faith, then you shall be obligated to pay us the amount of such wire transfer. If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by us was actually sent or authorized by you, you shall pay us the amount of any such wire transfer, whether or not we complied with the security procedures described in this Agreement and whether or not that wire transfer was erroneous in any respect or that any such error would have been detected if we had complied with the security procedures.

Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number: In submitting any wire request or related instructions, you shall be responsible for providing all necessary information required by us. Our Wire Service is only designed to respond to information provided by you. Accordingly, any inaccuracy in any information provided by you may result in an unintended transfer of funds. We bear no responsibility and shall not be liable to you for any information provided by you in a wire request or related instructions that is inaccurate, incomplete, or otherwise incorrect. We shall be entitled to rely upon the numbers supplied by you to identify banks, beneficiaries, and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided byyou. We and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that payment of a wire request or related instructions may be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary.

Advices and Statements - All wire transfers accepted by us (including wire transfer sent or received on your behalf) will be reflected on your daily history and/or on

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the periodic Deposit Account statement issued by us with respect to the Deposit Account(s) to or from which your wire transfer was made. You agree to check the daily history of the Deposit Account(s) on the day after the processing date and to notify us immediately of any discrepancies between your records and the daily history but in any event within sixty (60) calendar days of us sending the daily history. Your also agree to notify us promptly, but in any event within sixty (60) calendar days of our sending a periodic statement, of any discrepancy between your records and the information shown on the periodic statement for the Account(s). If you fail to notify us of any such discrepancy as required by this paragraph, you agree that our liability for any of your losses with respect to a wire transfer shown on the daily history or periodic statement shall be limited as set forth in this Agreement.

Refunds - In the event that a beneficiary does not receive payment for the wire transfer, you are entitled to a refund, upon our receipt of the returned funds. We will refund the amount to you less any expenses associated with the recovery. We will notify you of such a refund as soon as reasonably practical.

**Use of Correspondent Accounts:** A wire transfer may be executed through any one, or a series of correspondent banks of the beneficiary's bank and of us in a manner deemed most appropriate and effective by us or by any other bank participation in the wire transfer.

Bank Reliance; Authentication: We shall be entitled to rely in good faith on communications we receive as being given or sent by you and as being genuine and correct when made in accordance with this Agreement. We shall not be liable to you for the consequences of such reliance.

We may take such additional steps and implement such procedures as we may deem appropriate to verify the authenticity of any wire transfer. We may delay the execution of any wire transfer pending completion of a call-back or receipt of another form of verification which is satisfactory to us. If we are unable to obtain satisfactory verification, we, in our sole discretion, may refuse to execute any wire transfer. In no event shall we be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

Compliance: You shall comply with all applicable laws, rules, and regulations in connection with the Wire Service. You agree to be bound by such rules and agree not to initiate a wire transfer request or related instruction in violation of federal, state, and local laws and regulations including, without limitation, the regulations promulgated by the Office of Foreign Asset Control ("OFAC"). To the extent permissible under applicable law, you shall be responsible for and shall fully indemnify us for any and all fines, assessments and reasonable attorney's fees incurred by or imposed on us as a result of any infraction or violation of such rules caused by or attributable to you.

Bank Responsibilities; Limitations on Liability; Indemnity; Disclaimer of Warranties: In the performance of the Wire Service addressed by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. We shall be responsible only for performing the Wire Service as expressly provided for in this Agreement. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeless of transmittal or authorization of any instruction or transaction received from you or through your Access Devices) or those of any other person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed our agent. You agree to indemnify and defend us against any loss, liability, or expense (including reasonable attorney's fees and expenses) result from or arising out of any claim of any person that we are responsible for any act or omission of Customer, or any other person authorized by you.

Except to the extent otherwise required by law, our liability in connection with the Wire Service will be limited to actual damages sustained by you and only to the extent such damages are a direct result of our gross negligence or willful misconduct in performing the Wire Service. In no event shall we be liable for any consequential, special, incidental punitive or indirect loss or damage that you may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by us and regardless of the legal or equitable theory of liability that you may assert, including, without limitation, loss or damage from loss of business, profits or subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement. Except to the extent otherwise provided by law or this Agreement, our aggregate liability to you for all losses, damages, and expenses incurred in connection with any single claim or group of related claims under this Agreement shall not exceed an amount equal to the monthly billing to you for the Wire Service offer the six (6) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred. This Agreement is only between you and us, and we shall have no liability hereunder to any third party.

Notwithstanding the foregoing, if you incur a loss pursuant to a transaction which you have properly processed through the Wire Service, due to our gross negligence or willful misconduct in the handling of such transaction, we will be responsible or returning any improperly transferred funds, with interest at the rate paid by us at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the account form which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. Re-crediting of your account and redirecting of payments and transfers, and interest only as provided in the immediately preceding sentence, shall constitute our entire liability for incomplete or incorrect payments or transfer, and you agree that you shall not be entitled to any other recovery or relief. At our option, payment of such interest may be made by crediting an Account of Customer with us.

You acknowledge and agree that our provision of the Wire Service hereunder may be interrupted from time to time. Without limiting the generality of the foregoing, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment or software error or malfunction, war, acts of terrorism, emergency conditions or other circumstance beyond our reasonable control. From time to time we may need to temporarily suspend the Service or the processing of a transaction for greater scrutiny or verification, including but not limited to, suspending processing to review for suspected fraudulent activity, verification the Available Funds are sufficient as well as fully collected and valid, or for OFAC compliance in accordance with applicable OFAC guidance, and we shall be excused if this action causes delay in the settlement and/or availability of the transaction. In addition, we shall be excused from failing to transmit or delay in transmitting a payment, transfer or other use of the Wire Service (i) if, in our reasonable judgement, processing a payment, transfer or other us of the Service would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any applicable rule, law, regulation, or regulatory requirement; (ii) if we reasonable suspect that a transaction involves fraudulent activity or that Available Funds will not ultimately be sufficient to cover a transaction, or (iii) if processing a payment, transfer or other use of the Wire Service, in our sole discretion, would cause us to engage in an unsafe or unsound practice.

Except as otherwise provided in this agreement, you expressly agree that use of the wire service is at your sole risk, and the wire services is provided "as is," and we and our agents do not make, and expressly disclaim any warranties, either expressed or implied, with respect to the wire service, including without limitation any

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implied warranties of merchantability, fitness or a particular purpose, title, or non-infringement of intellectual property rights, or that the services will be uninterrupted or error free, without breaches or security or without delays. In those states that do not allow the exclusion or limitation of liability, our liability and the liability of our service providers and agents in limited to the fullest possible extent permitted by law.

Cooperation in Loss Recovery Efforts: In the event of any damages for which you or we may be liable to each other or to a third party pursuant to the services provided under this Agreement, you and we shall undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**OTHER PROBLEMS:** If you believe an error other than an electronic funds transfer problem has occurred concerning a deposit account, please call Reading Cooperative Bank Customer Service at 781-942-5000. or Customer Service at banking@readingcoop.com.

Use of Google Maps: You agree to abide by (1) the Google terms and conditions of use found at http://maps.google.com/help/terms\_maps.html and (2) the Google Legal Notices found at http://www.google.com/help/legalnotices\_maps.html, or other URLs as may be updated by Google.

**CHANGE IN TERMS** - We will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

### WARRANTIES AND RESPONSIBILITIES

Exclusion of Warranties: Except as otherwise expressly stated in this Agreement Reading Cooperative Bank makes no representation or warranty, either express, implied, or statutory, concerning the Online Banking or Mobile Banking Services including that any Software application provided by Reading Cooperative Bank to facilitate the Services will operate uninterrupted or error free. You expressly confirm acceptance and use of any Software application "as is" and without warranty of any character whatsoever and you assume all risk of loss resulting from using the Services. You are exclusively responsible for providing data services and/or mobile phone services compatible with the Online Banking and Mobile Banking Services and any Software application provided by Reading Cooperative Bank for the Services.

## **CUSTOMER RESPONSIBILITIES AND WARRANTIES**

**SECURITY:** You are responsible for keeping your user ID, password, and account data confidential. We are entitled to act on transaction instructions received through your user id and password.

It is your responsibility to install and periodically update virus protection software on your computer and mobile device to guard against new viruses and to routinely scan your computer and device using an up-to-date virus protection product. We recommend that you use a program or subscription that automatically updates your virus protection on a regular basis. If your anti-virus product doesn't include spyware protection, we recommend that you install a reputable spyware detection product as well. It is your responsibility to ensure that the operating system and software and apps on your computers and mobile devices are current versions with the latest patches and updates. Computers and other devices that are readily accessible to the public are not secure and should not be used to access your account information.

GENERAL WARRANTIES - You warrant and represent that the information you are providing us with is true, correct, and complete.

You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your registration records if your e-mail address or other information changes.

You warrant that you will not use Online Banking or Mobile Banking for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Services in any manner that could damage, disable, overburden, or impair Online Banking or Mobile Banking or interfere with any other party's use and enjoyment of Online Banking or Mobile Banking.

Indemnification: Without limiting any of your other obligations to us under the Agreement, you agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Online Banking and/or Mobile Banking Services, your violation of any of the terms of the Services or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

# READING COOPERATIVE BANK'S RESPONSIBILITIES AND WARRANTIES

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the applicable bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account.

We are liable for any losses and damages arising from our gross negligence or willful misconduct or if we breach a representation or warranty to you.

No Liability and Hold Harmless: Reading Cooperative Bank will use commercially reasonable efforts and ordinary care to provide you with access to the Online Banking and Mobile Banking Services in accordance with this Agreement. In no event, however, shall Reading Cooperative Bank be liable for its failure to provide access to the Services or for your failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of your equipment, data services or mobile device or mobile phone service or equipment. Without limiting the generality of the foregoing, Reading Cooperative Bank shall not be liable to you for delays or errors occurring by reason of circumstances beyond the control of Reading Cooperative Bank, including without limitation, the failure of communication networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. Reading Cooperative Bank will not be liable for consequential, incidental, special or exemplary damages, or lost profits, even if you advise Reading Cooperative Bank of the possibility of such damages. You acknowledge having been informed that the Bluetooth application on your computer and/or mobile device must be turned off when accessing Online Banking or

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Mobile Banking in order to protect the privacy of your financial records and information. You assume and accept all responsibility for the accuracy of all transactions performed or undertaken utilizing the Online Banking and Mobile Banking Services. You agree to hold Reading Cooperative Bank harmless from and against any liability of any character attributable to your use of the Services, except as otherwise provided in applicable law, regulation or other agreements between you and Reading Cooperative Bank.

You understand and agree the Online Banking and Mobile Banking Services may not be encrypted and will include the display and transmission of personal or confidential information about you, such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other transactions involving the movement of money, through the Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Services, except as otherwise provided in applicable law, regulation or other agreements between you and Reading Cooperative Bank.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through the Online Banking and Mobile Banking Services, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with data and text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any application store.

LIMITS OF READING COOPERATIVE BANK'S RESPONSIBILITIES - EXCEPT AS EXPRESSLY SET FORTH ON OUR WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NON-IN¬FRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE ONLINE BANKING, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PRIVACY AND SECURITY: You can see a full description of our privacy and security policies by clicking on the "Privacy Policy" and "Security Policy" links on the help page for Online Banking. As is more fully described in the "Security Policy" link, we have multiple levels of security that have been designed especially for us and all of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information.

### **ELECTRONIC FUND TRANSFER ACT**

The following provisions apply to those Online Banking Services, including, but not limited to, Mobile Banking Services, used to access Deposit Account(s) of Consumer Customers whose Deposit Account(s) are established primarily for personal, family or household purposes.

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be onetime occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or passbook and statement savings
  account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or statement 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 pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a
  check is returned for insufficient funds.

POSTING OF TRANSFERS - Immediate transfers typically occur instantly once the "Confirm" button is selected. The transaction cannot be cancelled or stopped.

Future Dated and Recurring transfers may be edited from the Scheduled Transfers list prior to midnight on the day before the scheduled transfer date. Transfers of funds are processed against available funds which may include any overdraft methods that you have selected to cover your account. Internal transfers can be Immediate or scheduled as future dated or recurring. External Transfers must be Future dated.

You may transfer funds to and from accounts you have access to at other financial institutions using this service. Transfers can be scheduled for a future date or on a recurring basis. All future dated and past transfers are viewable from within the Transfer Activity section of the service. Once validated, transfers established prior to 3:00 p.m. on a business day will be processed on the next business day. You agree that this external transfer service is for consumer purposes only between your account(s) at Reading Cooperative Bank and your account(s) at another financial institution. This feature is not available to registered Business customers.

When you request an external transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated account. We may refuse to act on your external transfer instruction if there are insufficient funds available in your account or under any linked overdraft protection from savings or overdraft line of credit. External Funds transfers will be deemed deposited on the transaction date and will be held for 2 business days.

Stopping or Changing Transfers - If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing

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the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. You must access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

If a transfer has been made for which funds are not available and the Bank is unable to recover the amount of the payment by charging your account(s), you agree to repay the funds owed immediately upon demand.

Future Dated and Recurring transfers may be edited from the Scheduled Transfers list prior to midnight on the day before the scheduled transfer date. Transfers of funds are processed against available funds which may include any overdraft methods that you have selected to cover your account. Internal transfers can be Immediate or scheduled as future dated or recurring. External Transfers must be Future dated.

You may transfer funds to and from accounts you have access to at other financial institutions using this service. Transfers can be scheduled for a future date or on a recurring basis. All future dated and past transfers are viewable from within the Transfer Activity section of the service. Once validated, transfers established prior to 3:00 p.m. on a business day will be processed on the next business day. You agree that this external transfer service is for consumer purposes only between your account(s) at Reading Cooperative Bank and your account(s) at another financial institution. This feature is not available to registered Business customers.

When you request an external transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated account. We may refuse to act on your external transfer instruction if there are insufficient funds available in your account or under any linked overdraft protection from savings or overdraft line of credit. External Funds transfers will be deemed deposited on the transaction date and will be available thereafter in accordance with our Funds Availability Policy.

Check deposit - You may make check deposits to your checking or savings account using the Reading Cooperative Bank mobile app installed on your smart phone.

Fees - We do not charge for direct deposits to any type of account. We do not charge for preauthorized payments from any type of account. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**DOCUMENTATION - Periodic statements:** You will get a monthly account statement from us for your checking and statement savings accounts. For passbook accounts, if the only electronic transfers to your account are preauthorized credits, we may not send periodic statements. You may bring your passbook to us, and we will record any electronic deposits that were made since the last time you brought in your passbook. If there are preauthorized debits to your passbook account, we will send a periodic statement for any month in which a preauthorized debit occurs.

**PREAUTHORIZED PAYMENTS - Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this agreement and disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate Personal Fee Disclosure for the amount we will charge you for each stop-payment order you give.

- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (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.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

# ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW

- 1. Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- 2. The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in the agreement, effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this agreement, you (the consumer) 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.

# FINANCIAL INSTITUTION'S LIABILITY

- 1. 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. However, there are some exceptions. We will not be liable, for instance:
- 2. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 3. If you have an overdraft line and the transfer would go over the credit limit.
- 4. If the automated teller machine where you are making the transfer does not have enough cash.
- 5. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 6. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 7. If the funds are subject to legal process or other encumbrance restricting such transfer.
- 8. There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY** - In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

- 1. for certain routine disclosures necessary for the completion of a transfer; or
- for verification of the existence and condition of your account for a credit bureau or merchant; or
- 3. to persons authorized by law in the course of their official duties; or
- 4. to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties; or
- 5. pursuant to a court order or lawful subpoena; or
- 6. to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- 7. as explained in the separate Privacy Disclosure.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

## **UNAUTHORIZED TRANSFERS**

My Liability for Unauthorized Use - I will tell Reading Cooperative Bank AT ONCE if I believe that my User ID, Password has been lost or stolen or used without my permission. I understand and acknowledge that the best way to minimize my loss is to call the Bank immediately. I also understand that the unauthorized use of my User ID, Password could cause me to lose all of the money in my accounts, plus any amount available under my overdraft protection, if I do not notify the Bank in a timely manner.

I understand that I will have no liability for unauthorized transactions if I notify the Bank within sixty (60) days after the statement showing the transaction has been mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery). If I do not tell Bank within sixty (60) days after the statement was mailed to me or made available to me through Online Statement Delivery (if I am enrolled in Online Statement Delivery), I may not get back any money I lost after the 60 days if the Bank can prove that I could have stopped someone from taking the money if I had told the Bank in time. If a valid reason (such as a long trip or a hospital stay) kept me from telling the Bank, I understand that the Bank will extend the time periods.

For any of my Transactions processed through the Visa or MasterCard system, my liability limits will differ from those set forth above. For transactions processed through the Visa or MasterCard system (for example, use of my personal Debit Card when no PIN is used), I understand that I will have no liability in accordance with each network's respective policies regarding "zero liability" for unauthorized transactions if I promptly report the unauthorized transactions to Bank. For MasterCard transactions, the Bank may impose greater liability, to the extent allowed by law, if the Bank reasonably determines that I did not exercise reasonable care in safeguarding my Online Banking Services Transactions processed through MasterCard from the risk of loss or theft the Bank may reasonably determine that I was negligent or that I failed to exercise reasonable care, for instance, if I do not promptly report one or more unauthorized transactions to the Bank. This may include my delay for an unreasonable time in reporting unauthorized transactions.

If I assert that an unauthorized Transfer may have occurred, or I believe my User ID, my Password has become known to an unauthorized person, the Bank may require me to sign a sworn statement/ affidavit to that effect.

If I have selected optional Mobile Banking Services, I understand that I am solely responsible for notifying Bank immediately in the event that my Mobile Device associated with the telephone number provided to the Bank to register for Mobile Banking Services is lost, stolen, changed, or destroyed.

## PROTECTED CONSUMER USE

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

- (1) Prohibition of compulsory use. No person may:
  - require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
  - require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit, or
  - require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

- (2) Waiver of rights. No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.
- (3) Refunds. If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
- (4) Suspension of obligations. If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- (5) Prohibited means of identification. Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.
- (6) Criminal liability. Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

#### **ENTIRE AGREEMENT**

This Agreement is the complete and exclusive statement of the agreement between Us and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Us and You with respect to the subject matter. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statue, regulation or policy, and We shall incur no liability to You as a result of such violation or amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

#### **ERRORS OR QUESTIONS**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need moreinformation.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

READING CO-OPERATIVE BANK ATTN: DEPOSIT SERVICES 180 HAVEN STREET READING, MA 01867-2969

Business Days: Monday through Friday. Excluding Federal Holidays

Business Hours: 8:30 a.m. to 4:00 p.m.

Phone: 781-942-5000

CONSENT: BY SELECTING "I ACCEPT" YOU AGREE THAT YOU HAVE READ AND ACCEPTED THE ONLINE BANKING AND MOBILE AGREEMENT AND DISCLOSURE. YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE FOR TRANSFERRING FUNDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU (END-USER) AND READING COOPERATIVE BANK. THESE TERMS OF SERVICE AFFECT YOUR RIGHTS, AND YOU SHOULD READ THEM CAREFULLY. YOU FUTHER AGREE THAT YOU HAVE PROVIDED US WITH A CURRENT E-MAIL.

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