

# Personal Deposit Agreement and Disclosures

Effective February 2011

**BrooklineBank**

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# Personal Deposit Agreement

## General Terms

Welcome to Brookline Bank, and thank you for opening and maintaining an account. Please read this Agreement carefully so you understand your rights and obligations for your deposit account with us. This Agreement is subject to applicable federal laws and the laws of the Commonwealth of Massachusetts (except to the extent that this Agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here.

The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

Throughout this Agreement, the words "Bank," "we," "our," and "us" refer to Brookline Bank, and the words "you" "your" and "yours" refer to each account owner and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are only for convenience.

## Binding Contract

This Deposit Agreement and Disclosures, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account with us. If you sign the account application or open or continue to have your account with us, you agree to these rules. You will receive a separate Account Disclosure and Service Fee Schedule which discloses the interest rate, annual percentage yield, qualifying balances, fees, and other important information applicable to your account.

## Business Day

For purposes of this Agreement and Disclosures the term business day refers to every day, except Saturdays, Sundays and federal holidays.

## Changes to Agreement

We may change this Agreement at any time. We may add new terms and conditions, and we may delete or amend existing terms and conditions. We generally send you advance notice of any adverse change. (See *Notices in the Statement and Notices* section.) If the change is not adverse to you, we may make the change at any time without advance notice. If you do not agree with the change, you may close your account. However, if you continue to use your account or keep it open, you accept and agree to the changes. The current version of this agreement supersedes all prior versions and contains the terms governing your account.

## **Charges and Fees**

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of fees. You authorize us to deduct charges and fees accrued directly from the account balance. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and individually liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit, including, to the extent permitted by law, our reasonable attorneys' fees.

## **Closing an Account**

You or we may close your checking or savings account at any time without advance notice, except that we may require you to give us seven days advance notice when you intend to close your savings, money market or interest-bearing checking account. (See *Notice of Withdrawal* section). You or we may close your time deposit account at maturity without advance notice. If your account reaches a zero balance, we may consider your account closed. This Agreement continues to govern matters related to your account even after your account is closed.

## **Evidence of Transactions**

If we go to court for any reason in connection to your account, we may introduce into evidence a copy, microfilm, microfiche, or electronic record of any document evidencing a transaction under this Agreement, and such copy, microfilm, microfiche, or electronic record shall be deemed to be as valid as the original.

## **Indemnification and Limitation of Liability**

We are not liable to you for any claim, cost, loss, or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a fund transfer to your account, processing a transaction, or crediting your account. Circumstances beyond our control include: (1) a natural disaster, such as a hurricane, earthquake or flood; (2) emergency conditions, such as a war, terrorist attack, riot, fire, theft, or labor dispute; (3) a legal constraint or governmental action or inaction; (4) the breakdown or failure of our equipment for any reason, including a loss of electric power; (5) the breakdown of any private or common carrier communication or transmission facilities, any supplier, or any mail or courier service; (6) the potential violation of any

guideline, rule or regulation of any government authority; (7) suspension of payment by another bank; or (8) your act, omission, negligence, or fault. We are not liable for special, incidental, exemplary, punitive, or consequential losses or damages of any kind.

## **Jurisdiction and Venue**

This Agreement, as well as the parties' rights and obligations, shall be interpreted, enforced, and governed by and under the laws of the United States and the Commonwealth of Massachusetts. Any lawsuit between the Bank and you, arising under this Agreement or otherwise, shall be brought in a court located within the Commonwealth of Massachusetts.

## **Waiver and Severability**

We may delay enforcing our rights under this Agreement without losing them. No delay in enforcing our rights will affect your obligation to pay us fees and other amounts you owe us under this Agreement. If we waive a provision of this Agreement, the waiver applies only to the specific instance in which we decide to waive the provision and not to future situations or other provisions.

If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended by contract, you and we agree that this Agreement governs and that the law is amended by this Agreement. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

## **Inquiries**

If you have any questions about this Personal Deposit Agreement and Disclosures or about your account, please stop by your local branch, or call us at 877-668-2265. We may monitor or record phone calls and electronic communications for security reasons and to ensure that you receive courteous service. You consent in advance to any such action.

## **Establishing an Account**

We offer a variety of checking, savings, money market, and certificate of deposit (CD) accounts. From time to time, we create new accounts or discontinue certain existing products. Discontinued products may not be reflected in our most current account disclosure. If you open a retirement account with us, we are the custodian of any Individual Retirement Account (IRA) or Simplified Employer Pension Plan (SEP).

## **Account Opening**

We are required by law, including the USA PATRIOT Act, to obtain, verify and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. Your deposit account will be considered open once we have received and approved all required account opening documentation, assigned you an account number, and received your initial

deposit. We may require additional signatures or other verification documentation during your account relationship with us.

## **Credit Reports and Other Inquiries**

We may make any inquiries that we consider appropriate to help us determine if we should open, maintain or close your account. This may include verification of employment, and credit reports or other reports from account information services and credit reporting agencies. If you ask, we will tell you whether we requested a credit report and, if we did request a report, we will tell you the name, address and telephone number of the reporting agency.

## **Reporting to Account Information Services**

If we close your account because of unsatisfactory handling, we generally report to account information services such as eFunds, Inc. your name, address, Taxpayer Identification Number (TIN), driver's license number and the date and reason the account was closed. The account information service may supply the information to others. This may adversely affect your ability to establish an account at any financial institution for up to five years from the date of the report.

If you think the data we report to account information services on your account is not correct or if you have questions regarding the data, write to us at Brookline Bank, Deposit Services, P.O. Box 470469, Brookline, MA 02447 or telephone us at 877-668-2265. Please provide your name, account number and why you believe there is an inaccuracy or describe the item you are not sure about. We will complete our investigation, notify you of our findings and, if necessary, submit corrections, as required by the Fair Credit Reporting Act.

## **Taxpayer Information**

We report account name and TIN (Taxpayer Identification Number) information to the IRS. The IRS requires that names and TIN numbers match their records. If they do not, your account may be subject to federal backup withholding tax and penalties. The primary account signer on a personal account is required to certify the signer's TIN and certify that the signer is not subject to backup withholding of federal income taxes.

## **Account Ownership**

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

- *Individual Account* – is an account in the name of one person.
- *Joint Account With Rights of Survivorship (and not as Tenants in Common)* – is an account in the name of two or

more persons. Each of you intends that when you die, the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with right of survivorship and not as tenants in common. Once a joint account is opened, a joint account owner cannot remove another joint account owner from the joint account. Any joint account owner may, however, add another joint account owner or close the joint account by withdrawing all of the funds from the joint account. If you have a joint account, you and your joint account holders may exercise any and all rights individually and shall be jointly and severally liable for the obligations incurred under this Agreement and will be bound by this Agreement.

- *Account in the Name of a Minor* – Under Massachusetts Law, anyone under the age of 18 is considered to be a minor, and a minor cannot be bound by a contract unless the law specifically allows it. Therefore, any minor who would like to open a checking account will be required to have a parent or legal guardian named as a joint account holder. The named parent or legal guardian will agree to indemnify the bank in the case of any losses (e.g., overdrafts) resulting from any transaction conducted by the minor.
- *Payable on Death Account (Totten Trust)* – One or two of you (called trustees) may create such an account in trust for another (called beneficiary). Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees or the survivor. Upon the death of the trustee (or the death of both trustees), payment may be made to the named beneficiary for whom the funds were held, or to that person's legal representative.
- *Uniform Transfers to Minors Act (UTMA) Account* – An UTMA account is used to make an irrevocable gift of funds to a minor under UTMA, and it is opened by the adult making the gift under the TIN of the minor. The adult is the custodian of the account, and is obligated to use the funds for the sole benefit of the minor. The custodian is the only person who may transact business on the account. The custodian is required to transfer the funds to the minor when the minor attains age 21. We are not liable to the minor or anyone representing the minor for the conduct of the custodian with regard to the account.
- *Formal Trust Account* – We may allow a trustee or the trustees of a formal written trust to establish a trust account if all the trust beneficiaries are natural persons. In the case of such trust accounts, we have no duty to monitor or ensure that the acts of any trustee are for the use or benefit of the beneficiaries or are otherwise permissible under any trust instrument or applicable law. We will not be liable if any trustee exceeds his or her powers or does not comply with applicable law.

## **Assignment, Pledge or Transfer of Account**

Your account is for your use only. Ownership of your account is transferable only on our records. You may not transfer or assign ownership of your account to another party without our written consent. Even if we consent, we may require that you close the account and that the new account owner open a new account in his/her name. We may refuse to acknowledge or accept attempted pledges or assignments of an account or purported security interests in an account. We may, at our sole discretion, permit you to pledge your account as collateral for a loan made by us. However, you may not pledge your IRA or SEP account as collateral for a loan.

## **Power of Attorney**

If you want to grant someone power of attorney over your account, we ask that you complete our power of attorney form, which is available at our banking locations. We are not obligated to act under any power of attorney whether durable or otherwise, which you may execute at any time, and we may refuse to recognize the authority of any person to whom you may give such a power of attorney. If we do recognize the authority of a person acting under a power of attorney, you agree that we shall have the right to rely on that power and the authority of the person acting, without liability to you, and we shall have no obligation to see to the application of any monies drawn on your account(s) under said power of attorney. We are not obligated to determine whether the attorney is acting properly under the power of attorney agreement. If we request it, you agree to provide us with an original of the power of attorney agreement. We reserve the right to require that we be indemnified and held harmless for any claims against us arising from permitting the use of a power of attorney agreement. When we accept a power of attorney agreement, we may continue to recognize such power until we receive written notice of revocation from you and have had a reasonable time to act upon it.

## **Deposits**

All checks and other items of every kind and nature deposited into your account are received and credited to your account subject to final collection. In accepting the items for deposit, we make no warranty as to their collection. The availability of funds deposited will be in accordance with our Funds Availability Disclosure, which can be found in this document.

Checks drawn on accounts outside the continental United States, whether payable in U.S. dollars or foreign currency, will be accepted for deposit on a collection basis only, and may be credited to your account subject to future collection, or not credited to your account until collection, at our discretion. Your deposit of foreign items may be subject to adjustment based on the applicable exchange rate and bank fees for collection of foreign items.

We are not responsible for deposits made by mail, ATM or other depository until we actually record the receipt of such deposits in our books and records.

## **Deposit Verification**

All deposits we receive are subject to subsequent verification and correction within our discretion. If we determine that a deposit does not contain all items claimed to be deposited, we may correct the error and adjust the account balance, even if you have already withdrawn all or part of the deposit unless you can prove that our determination was erroneous.

## **Direct Deposit**

You agree that we may reverse any direct deposit that is made to your account without prior notice to you at any time if: (a) we credited your account with an incorrect amount; (b) the deposit represents a duplicate credit to your account; (c) you were not entitled to the deposit; or (d) you were not the intended recipient of the deposit.

## **Remotely Created Checks and Demand Drafts**

If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree to indemnify, defend and hold us harmless from every loss, expense and liability related to a claim that such checks were not authorized.

## **Return Deposited Items**

If a deposited item of any kind is returned unpaid for any reason at any time, we may charge the item back to your account or require a refund from you, plus any applicable fees. We may redeposit the item, in which case you waive the right to notice of dishonor.

## **Substitute Checks**

You agree that you will not deposit "substitute checks" as defined by federal law, or Image Replacement Documents (IRD) that purport to be substitute checks and have not been previously endorsed by a bank. If you deposit such an item, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur resulting from the handling of such item.

## **Withdrawals**

To make a withdrawal, you must use properly completed checks, drafts or other withdrawal forms or methods supplied or approved by us. We may refuse a request for a withdrawal if any document or identification we may require from time to time in connection with the withdrawal has not been presented to us. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the account application may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the account

application to endorse any item payable to you, or any order for deposit to this account, or any other transaction with us.

We will not permit withdrawals from your account unless there are sufficient available funds in the account. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the *Funds Availability Disclosure* for information about when you can withdraw funds you deposit or you can ask us when you make a deposit when the funds will be available for withdrawal.

We may also refuse your request to make a withdrawal under certain circumstances, such as:

- i. we have received a court order or other legal document prohibiting withdrawal, or applicable law prohibits withdrawal;
- ii. there is a dispute concerning your account;
- iii. you owe us money that is due and payable;
- iv. your account is a security for a debt;
- v. you or a person we believe to be an agent of an owner of your account requests that we do not permit withdrawals;
- vi. a problem occurs with our equipment;
- vii. limited currency is available at a particular banking location; and
- viii. applicable law requires such action.

## Notice of Withdrawal

Federal regulations require us to retain the right to require not less than seven (7) days notice in writing before each withdrawal from an interest bearing account other than a time deposit.

## Other Withdrawal Limits

*Statement Savings and Money Market:* Within any monthly statement cycle you may make a total of six (6) withdrawals or transfers by preauthorized, automatic, telephone, electronic, check, draft, debit cards or similar orders to another account or third party.

We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. We may refuse any withdrawal or transfer request that you attempt on forms not approved by us, by any methods we do not specially permit, which is greater in number than the frequency permitted, or which is for any amount greater or less than any withdrawal limitations. If you abuse the limitations (i.e. have excessive transactions in each of three months during a rolling 12-month period), we reserve the right to either close the account or convert it to a checking account. Personal withdrawals at a teller window, by mail or at an ATM are unlimited.

*Passbook Savings:* ATM, debit card, telephone banking, Online Banking and ACH debit transactions are not permitted from a Passbook Savings account. Bank policy requires that withdrawals from passbook savings accounts and passbook certificates of deposit be permitted only with the presentation of the passbook. We reserve the right to process transactions at the request of any joint account holder of a passbook savings account, regardless of any language contained in a passbook to the contrary.

*Certificate of Deposit (CD:)* Withdrawals from a CD account prior to maturity or prior to any notice period may be restricted and may be subject to penalty.

## **Remotely Created Checks**

If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks (i.e. items that do not bear your actual signature but purport to be drawn with your authorization), you authorize us to pay such checks, even though they do not bear your signature. This provision does not obligate us to honor remotely created checks. We may refuse to honor such checks without cause or prior notice, even if we have honored similar items previously.

## **Checks**

### **Check Endorsement**

We are legally entitled to a valid and unqualified endorsement from you, and you give us the irrevocable right to place such an endorsement on the check. You agree to reimburse us for our losses caused by your failure to endorse a check exactly as drawn or you deposit a check that contains multiple endorsements, or a missing or improper endorsement.

Because improper endorsement may result in a chargeback of a check or delay in processing, it is important that you endorse checks correctly. All checks you cash or deposit into your account must be endorsed in the first 1.5 inches of the trailing edge on the back of the check. The trailing edge is the left side of the check when you look at it from the front. If your endorsement obscures our Bank's endorsement, you are liable for checks that are returned late or unpaid.

### **Check Truncation and Cleared Checks**

We provide imaged copies of the checks you write with your account statement. We will retain a copy of the item for such time as might be required by law; otherwise, we have no obligation to retain the copy. You agree that our statements provide sufficient information to determine the identification and authenticity of any transaction, including, without limit, whether any are forged, altered or unauthorized, if the statement includes the item number, amount and the date the item posted to your account.

### **Electronic Imaging of Checks**

We may, at our discretion, create electronic images of checks drawn on or deposited by you to your account and provide such Image Replacement Documents (IRDs) for all purposes in lieu of an original check. We may also, at our discretion, accept, act upon and provide copies of IRDs received from other depository institutions, in lieu of an original check. In addition, electronic images may be converted to a Substitute Check. Refer to the *Substitute Check* section for additional information. We may destroy any original check which is electronically imaged.

## **Facsimile Signatures**

The term facsimile signature refers to any method used by you to sign a check other than your handwritten signature. If you use a facsimile signature, you are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds.

You authorize us to accept and pay any such check bearing or purporting to bear your facsimile signature regardless of by whom or by what means the facsimile signature came to be placed on the check. You agree to assume full responsibility for the use of a facsimile signature and we will not be liable to you even if the facsimile signature was placed on the check without your authority.

## **Multiple Signatures**

We do not offer accounts for which two or more signatures are required for a withdrawal. If you indicate on your checks or signature card or other account documents that more than one signature is required for withdrawal, this indication is for your own internal procedures. It is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed or approved by any one of the persons authorized to sign on the account. We are not liable to you if we do this.

## **Payment of Checks to Non-Customers**

If we cash one of your checks for a non-customer, we are subject to certain risks that we would not otherwise have if the check were deposited at another bank and presented to us through the check collection system. We may charge a fee to cash the check, unless prohibited by law. In addition, we may impose additional security, identification and other requirements on a non-customer seeking to cash a check written on your account. You agree that we will not be liable to you for refusing to cash the check, if that person refuses: (1) to pay the fee that we may impose; (2) to comply with our security procedures or other requirements or (3) we are not satisfied that the person presenting the check is the intended payee.

## **Restrictive Legends**

Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000". We are not required to honor any restrictive legend or conditional notations placed on checks you write. We are not liable to you for any losses, claims, damages or expenses that result from the placement of these restrictions or other notations on your checks, nor from our failure to abide by them.

## **Safeguarding Your Checks**

You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed or unaccounted for.

## Stale Checks and Postdated Checks

If a stale-dated check, a check dated more than six months in the past, is presented for payment against your account, we may pay the check and charge it to your account. If a postdated check, a check dated in the future, is presented for payment, we may pay the check and charge to your account even if it is presented for payment before the date stated on the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it.

## Stop Payment Orders

You may ask us to stop payment on a check or draft if it has not already been paid. You may request a stop payment in person, by mail or by calling us. In the case of a telephone request, you must provide us with written confirmation within 14 days of the request or the stop could be released. You must give us sufficient notice so that we have a reasonable period of time to act on your request. A stop payment order takes effect only after we have a reasonable opportunity to verify that the item is unpaid. We will charge you a fee for each stop payment order and each renewal order.

To place a stop payment, we need the following information: account number, exact amount of the item and item number. We may also require the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. A stop payment order expires after six (6) months. If you do not want the order to expire after six (6) months, you must renew it. Each renewal is treated as a new order. If you want the order to expire in less than six (6) months, you must cancel the order in writing.

Stop payment request may not be issued on bank checks or money orders. We may, however, replace a lost, stolen or destroyed bank check, provided you comply with our established procedures. If the original bank check is presented to us for payment before your claim becomes effective, we may pay the check, and will not be liable to you for that item.

You may ask us to stop payment on a future ACH debit to your account if the item has not already been paid. You are responsible for notifying the sender. For more information on limitations on stop payment orders of preauthorized payment see the *Electronic Funds Transfers* disclosure included in this document.

## Statements and Notices

We are committed to keeping you informed about your account. Please note the following information about account statements and notices from us:

### Statements

We provide you with a monthly imaged statement when there is activity on your checking, savings or money market account. When there is no activity on your account, we may choose to provide a quarterly statement. You must promptly review all statements we provide to you and any accompanying items and notify us immediately of any dispute, error or other problem.

We mail your statement to you at the address we have in our records for your account unless we have agreed to provide statements to you electronically. You agree to notify us if you change your address. If one or more statements we mail to you are returned to us, we may stop sending statements until a new address is provided to us. We may destroy statements that are sent to you and returned to us as being undeliverable, along with any accompanying check and other items. We are not responsible for imaged checks or statements lost while not in our possession.

We provide a single statement. You may generally obtain an additional copy of your statement for a fee. You may elect to receive a combined statement with your checking account, which will reflect the activity of deposit accounts you have asked to link to your primary checking account.

## **Examining Statements and Reporting Problems**

This section applies to any problem or unauthorized transaction on your account, except electronic transactions which are covered in the *Electronic Funds Transfers* section.

You agree to review, promptly and carefully, your account statement and any accompanying items. In the event that you discover the existence of unauthorized signatures, alterations, other unauthorized transactions, or missing deposits, you agree to notify us immediately and in writing of such error within a reasonable time period, which will be no longer than 30 calendar days after we send or make available to you your account statement.

If you fail to notify us of an unauthorized signature, alteration, missing deposit, forgery, counterfeit check or other unauthorized debit to your account, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer if we act in good faith. Without regard to care or lack of care by either you or us, if you do not discover and report an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized debit to your account within 60 days after the date of your statement or the date on which information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the unauthorized transaction against us. For Substitute Checks, you must notify us within 40 days to qualify for an expedited credit. (See section titled *Substitute Checks and Your Rights*.)

If you claim a credit or refund because of an unauthorized transaction, we will require written confirmation of your claim, including an affidavit signed by you on a form acceptable to us. You also agree to make a report to the police and to provide us with the copy of the report upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account.

Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. We are not liable to you

for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees incurred by you.

You agree to pursue all rights you may have under any insurance policy you maintain in connection with any loss associated with your account and to provide us with information regarding coverage. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse for the loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision.

## **Notices**

We inform you of changes affecting your rights and obligations by providing a notice to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we either mail the notice to you at the address we have for you on our records or, if we have agreed on this method, we provide it to you electronically. We may include a notice with or on your statement. If a notice of a change of this Agreement is returned to us (including a notice sent on or with a statement), you agree that the change contained in the notice is still effective and binding on you. For accounts with more than one owner, we may send notices to any one co-owner. A notice sent to any one owner is effective for all.

If statements or notices are returned to us undelivered, we may destroy them and discontinue further mailings until you notify us in writing of your new mailing address.

## **Additional Terms and Services**

### **Change of Address**

You must notify us if you change your address. If we receive notice from the United States Post Office or one of its agents that your address has changed, we may change your address on our records to the address specified by the Post Office and we may send statements and notices regarding your account to the new address.

### **Compliance**

You agree to comply with applicable laws and regulations. You may not use your account or related services for any illegal transaction or activity, such as those prohibited by the Unlawful Internet Gambling Enforcement Act and the United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Asset Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States.

You agree to indemnify us from any action, proceeding claim, loss, cost and expense incurred by us due to any U.S. or foreign government entity seizing or freezing any of your accounts or funds caused by your action or inaction.

### **Destroyed, Lost or Stolen Passbooks**

If your passbook is lost, stolen or destroyed, we will close

your account and provide the funds in the account to any joint account holder, or establish a new statement savings account for you, upon receipt of:

- i. a notarized affidavit of lost passbook signed by all of the owners of record and completed account opening documents (if a new account is to be established);
- ii. the presentment of appropriate identification satisfactory to us; and
- iii. the payment of any surety bond or an indemnification agreement, if we require.

We will have no further liability for the original passbook upon the issuance of a new statement savings account.

## **How Checking Accounts are Maintained**

For our internal accounting purposes, consumer and business checking accounts will consist of two sub-accounts: a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a type on which interest is paid, your calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

## **Legal Process**

We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail, by facsimile transmission, or by other means at a location other than the office at which the account, property or records are held. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax-withholding order, search warrant, forfeiture or other similar order relating to your account. You direct us not to contest the legal process. We may but are not required to give you notice of any such legal process except as required by law and will not do so if prohibited by law.

We will hold and turn over funds or other property to the court or creditor as directed by the legal process. If we use funds from a certificate of deposit, we may impose an early withdrawal penalty. We may charge your account a legal process fee for each order. You agree to pay us our fees and expenses for research and copying of documents and all other expenses, including administrative expenses that we incur in responding to any legal process related to your account. These may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you. Any garnishment, attachment or other levy against your account is subject to our right of setoff and any security interest we have in the account. We are not liable to you for not paying items because we have held or withdrawn funds from your account or in any way restricted your access to funds

because of a legal process.

If we receive a subpoena or other legal process for information about your account, which we believe requires our compliance, we may release the information. If the legal process requests information about one account owner or signer, we may release information about other co-owners or signers, even if the legal process does not cover the other co-owners or signers.

## **Non-Sufficient Funds/Uncollected Funds/Overdrafts**

If you do not have sufficient available funds on deposit to cover the amount of a check or other transaction (e.g., in-person withdrawal, ATM withdrawal, automatic payment, point-of-sale or other paper or electronic transaction), we may return the check or reject the transaction without payment. We may elect, however, in our sole discretion, to authorize and pay checks or automatic bill payments overdrafts. Either way, there will be a service fee for each item or transaction as stated in our fee schedule; however, should a transaction overdraw your account in the amount of \$5.00 or less, your account will not be charged the service fee. We do not authorize and pay ATM or everyday debit card transactions unless you ask us to.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft and related fee promptly, without notice or demand from us. Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be denied.

If you anticipate the possibility of repeated overdrafts, please consider applying for our Reserve Credit line or enrolling in our Overdraft Protection from savings or money market to help you prevent returned checks and overdrafts on your checking account.

## **Order of Posting**

We may establish different processing orders for checks and other transactions; therefore, transactions may not be processed in the order in which they occurred and the order in which transactions are received and processed may result in more insufficient fund items and more fees than other processing orders. We post clearing checks in ascending amount order (smallest amount first).

## **Setoff and Security Interest**

*Setoff* – If you have any debts due to us or amounts you owe us, then we reserve the right of setoff, or to use funds in your deposit account to pay any debts or amounts you owe us, even if withdrawal results in an interest penalty or dishonor of subsequent checks. For joint accounts, we may exercise our right against the entire balance to pay the individual

debts of any one owner of the account. You and your joint account owners agree that the bank may use the funds in your individual or joint accounts to satisfy obligations of the joint account. If you are a sole proprietor, we may charge any of your personal or business accounts. If your business is a partnership, we may also charge the personal accounts of any general partner. Any garnishment or other levy against your account(s) is subject to the Bank's right of setoff and any security interest the bank may have.

To the extent not prohibited by law, the Bank may exercise its right of setoff against any deposit regardless of its source, including deposit of social security, disability or other government benefits normally protected from creditor claims, and you expressly acknowledge and agree that such setoff is permissible and to waive your rights to such protection. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law.

*Security Interest* – You grant us a security interest in your account for amounts owing to us under this Agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts, or where otherwise prohibited by law.

## **Unclaimed Property**

If there has been no activity in your account for the period prescribed by the Massachusetts Abandoned Property Law (presently three years), and if you do not contact us about your account during that time, we are required by law to send the account balance to the Massachusetts State Treasurer. You may avoid the abandonment process by making contact with us, or by making a deposit or withdrawal at least annually. You need to perform the activity, which means that automatic deposits and withdrawals are not considered under the state's unclaimed property laws. If your funds are turned over to the state as abandoned property, we no longer have any liability or responsibility with respect to the funds and you may be able to reclaim them by contacting the state official responsible for abandoned property matters.

## **Wire Transfers and ACH**

*Wires* – This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the Commonwealth of Massachusetts. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

*ACH Credits and Debits* – For each ACH transaction, you agree that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rule then in effect. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through

a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account, and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## **Funds Availability Disclosure**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits, wire transfers and cash deposits made in person will be available on the day we receive your deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written and other debits that you have authorized.

### **Determining the Availability of a Deposit**

To determine the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. On business days that we are open, if you make a deposit with a bank teller before 2:00PM we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00PM or on a day we are not open, we will consider that the deposit was made on the next business day. For deposits made at Brookline Bank ATMs the cutoff time is 2:00PM. All Brookline Bank ATMs are clearly defined as such.

If you mail funds to us, the funds are considered deposited on the business day we receive them. Funds deposited in a night depository or lockbox are considered deposited on the next business day the night depository or lockbox is open.

#### *Same-Day Availability*

Funds from the following deposits are available on the same day they are deposited:

- Funds received for deposit by an electronic payment (including ACH credits and transfers);
- Wire transfers;
- Checks drawn on this institution (unless funds are not available in the account on which the check is drawn);
- Cash deposits made at a teller window;
- State and local government checks that are payable to you and you ask for same day availability;
- Cashier's, certified, and teller's checks that are payable to you and you ask for same day availability;
- U.S. Treasury checks, Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders, if these items are payable to you

If you do not make your deposit in person to one of our tellers (for example, if you mail the deposit), funds from these deposits will be available on the first business day after the day of your deposit.

#### *Longer Delays May Apply*

Funds you deposit by check may be delayed for a longer

period under the following circumstances:

- You deposit checks totaling more than \$5,000 on any one-day.
- We believe a check you deposit will not be paid.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit. If the decision to delay availability is not made at the time you make the deposit, we will mail you a notice by the first business day after we receive your deposit. The notice will tell you when the funds will be available.

#### *Special Rules for New Accounts*

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account, wire transfer and cash deposits made in person to one of our employees will be available on the day we receive the deposit. Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available no later than the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our tellers, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available no later than the fifth business day after the day of your deposit.

#### *Hold on Other Funds*

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

#### *Foreign Items*

We reserve the right to send any checks drawn on a foreign financial institution (including Canadian financial institutions) for collection. For each item sent, we will assess a collection charge as listed in our most recent Fee Schedule plus any collection fees charged to us by other financial institutions which process the items. We will make funds from these items available when we receive payment of the check from the bank

on which it is drawn.

### *Other Provisions*

From time to time, a deposited check may be returned unpaid after we make funds available to you. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. If a check you deposit is returned to us unpaid, you will have to repay us and we may charge your account for the amount of the check, even if doing so overdraws your account.

## **Electronic Funds Transfer Agreement**

This Electronic Funds Transfer Agreement (the "Agreement") sets forth your rights and responsibilities with regard to your use of electronic transfer services, such as preauthorized credits or payments, telephone transfers, online banking and bill payment services and use of a Brookline Bank ATM Card and MasterCard Debit Card. We will call both of these cards "Card" in this Agreement.

Indicated below are the types of Electronic Funds Transfers (EFT) we are capable of handling, some of which may not apply to your account. Please read this Agreement carefully because it tells you your rights and obligations for the transactions listed. Our online banking and bill payment services are also governed by our Online Bank Agreement. You should keep this Agreement for future reference.

### **Applicable Law**

Your and our rights under this Agreement are governed by and interpreted according to federal and Commonwealth of Massachusetts laws. If state and federal laws are inconsistent or if federal law preempts state law, federal law governs.

### **Amendments and Termination**

We may change this Agreement at any time. We generally send you advance notice of the change. If a proposed change is favorable to you, however, we may make the change at any time without advance notice. We reserve the right to terminate the use of our EFT services for any reason and at any time without notifying you. You also may terminate this Agreement at any time by calling us at 877-668-2265. Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your rights or our rights and obligations under this Agreement which have arisen before the effective date of the termination.

### **Use of EFT Services**

You are eligible to use any EFT services if you designate and maintain a checking account as your primary account, and you may also designate other eligible accounts for use with these services. You may choose to access any of the following types of accounts: any checking, statement savings or money market. If you are requesting a Debit Card you must choose a checking account as one of your designated accounts. Statement savings and money market accounts cannot be

used for debit purchase, POS transactions, or bill payment. All accounts are subject to the rules and regulations governing that type of account.

## **Ownership and Use of Cards**

The card which we issue to you will remain our property, and you may not transfer it to any other person. You agree to return the card to us immediately upon demand or upon termination of this Agreement. We will program the machines in which your card can be used to retain your card following the termination of this Agreement and in certain other events. You agree that if you permit another person to perform any EFT service with your Card or PIN, you are responsible for any EFT service performed and charges incurred by such person, even if that person exceeds your authorization.

## **Joint Accounts**

If your checking, savings or money market account is jointly owned with one or more other person, each of you is subject to this Agreement and each of you is individually and jointly responsible for all obligations arising from the use of your Card.

## **Networks You May Use**

You may use your Card and PIN at any ATM displaying our name or at any ATM or POS terminals displaying the NYCE, Cirrus or SUM Program symbols. You may also use your Debit Card wherever MasterCard is accepted.

## **Business Days**

For purposes of these electronic banking disclosures, our business days are Monday through Friday. Holidays are excluded.

## **Types of Electronic Funds Transfers**

The following are types of electronic funds transactions available to you. Please note that not all services may be available at all terminals. Additionally, you may have chosen to limit electronic access to only some of your accounts.

### *Preauthorized Credits*

You may make arrangements with third parties for certain direct deposits to be made to your checking or savings account(s).

### *Preauthorized Payments*

You may make arrangements with third parties 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 to pay bills. Here are some instances in which your check will result in an electronic funds transfer by capturing certain information, such as routing, account and serial numbers:

- You purchase goods or services and authorize the merchant or service provider to convert your check to an

electronic funds transfer simply by accepting the goods or services for purchase. This authorization may be implied by a posted sign at the merchant's establishment, for example, or a written notice that is placed on your monthly bill from the merchants.

- At the time you authorize a merchant or service provider to convert your check to an electronic funds transfer, you may also be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds.

If you have a dispute relating to the authority of a payee on a check to generate an electronic funds transfer from your checking account instead of presenting the check, then you should address the matter with the payee, since we do not have the discretion to deny electronic payments in the normal course of business.

#### *Telephone Transfers*

You may access your account(s) by telephone 24 hours a day, 7 (seven) days a week, by calling Brookline Bank at 888-730-3554. You may transfer funds between your checking, money market and statement savings accounts. You may also access your equity line of credit and make payments to your mortgage, consumer loans, and overdraft line of credit.

We agree to transfer money between your selected accounts upon your telephone request provided that:

1. you have signed up for this service in advance;
2. you have entered all identification information requested at the time you wish to use this service; and
3. you have sufficient funds available in the deposit account you are transferring from at the time of the request.

#### *Online Banking Service*

If you enroll in our Online Banking Service, you may use your User ID and Password to engage in any of the following transactions or activities, all in accordance with the terms and conditions of our Online Banking Agreement: access account and balance information, transfer funds between certain designated accounts, make loan payments, pay bills, receive electronic bills, view images of checks written, change your address with us, place a stop payment on a check written by you, view and download electronic statements, move money between banks, pay people and export to third party software such as Quicken.

#### *ATM/Debit Card Transactions*

Using your ATM, Debit Card and PIN, you may:

- make deposits to designated accounts at our ATMs;
- get cash withdrawals from designated accounts;
- transfer funds between your designated checking, statement savings and money market accounts;
- make payments to loan accounts with us;
- get information about the account balance of your designated accounts; and
- access your designated checking account to purchase goods, services and get cash back at point-of-sale (POS) terminals. Some of these services may not be available at all terminals. If you have a Debit Card, you can also use

your Card to perform the following functions:

- Get cash advances in amounts of up to your individual daily transaction limit from participating financial institutions and others that are authorized to make MasterCard cash advances. Such advances are automatically deducted from your designated checking account.
- Purchase goods and services wherever MasterCard Debit is accepted in amounts up to your individual daily transaction limit. Such purchases are automatically deducted from your designated checking account. All purchases and cash advances are aggregated for purposes of your individual daily transaction limit.

In order to cover a Debit Card purchase transaction, we may place a hold for the appropriate amount on your designated checking account from the date of your transaction until payment is requested from us through the MasterCard system. Any funds we are holding for this purpose will not be available for withdrawal during the period the hold is in effect. The hold will be in effect for no more than three (3) business days. When payment is requested through the MasterCard system, the purchase amount will be debited from your designated checking account.

#### *Foreign Transactions*

When your Debit/ATM Card is used for an international transaction in foreign currency, MasterCard/Cirrus international will convert the transaction amount from the foreign currency amount to U.S. dollars, in accordance with its currency transaction procedures set forth in its operating regulations at the time the transaction is processed.

Currently, those regulations provide that the currency exchange rate is either (1) a wholesale exchange rate selected by MasterCard or (2) a government-mandated exchange rate in effect for the applicable central processing date, plus MasterCard Cross-Border Transaction Fees. The currency exchange in effect on the processing date may differ from the rate in effect on the transaction date or on the posting date. These fees will be applied to each international transaction, whether or not foreign currency is converted and may be included in the transaction amount or displayed as a separate transaction on your monthly statement. You may consult our Service Fee Schedule for the current rate.

## **Limitations on Transactions**

### *Statement Savings and Money Market Accounts*

During each monthly statement period, you may make a total of six (6) withdrawals or transfers by preauthorized, automatic, telephone, electronic, check, draft, debit card or similar order to another account with us or third party. For purposes of this limitation, transfers made using the Online Banking Service are counted against the permissible number of transfers. If you abuse the limitations (i.e. have excessive transactions in each of three months during a rolling 12-month period), we reserve the right to either close the account or convert it to a checking account. Personal withdrawals at a

teller window, by mail or at an ATM are unlimited.

#### *Passbook Savings Accounts*

Cards, Online Banking, and ACH debit transactions (preauthorized payments) are not allowed.

## **Limitations on Dollar Amount of Electronic Funds Transfer**

#### *Cash Withdrawals*

Using your Card, you may withdraw up to \$500.00 from any combination of designated accounts each day, unless you apply for and are approved for a higher daily amount. If the available funds in any designated account total less than the approved daily withdrawal limit, then only the lesser amount can be withdrawn. At any time, you may provide written request to us that your withdrawal limit be lowered to as little as \$50.00 per day.

#### *Point-of-Sale (POS) and Debit Purchases*

Using your Debit Card, you may access your designated checking account and withdraw funds to purchase up to \$1,500.00 in goods and services each day. Dollar limits may be higher or lower at the Bank's discretion. In the case of POS transactions, you may choose to withdraw an amount of funds that exceeds the amount of your purchase; however, in such situations, the amount of cash back may not exceed \$200.00 per transaction, as established by Massachusetts law. Merchants who honor POS transactions may also set their own cash-back limits or refuse to honor cash-back transactions.

#### *Availability of Funds*

When you do not have available funds in your account, including your Savings or Reserve Credit protection, if any, to cover a transaction, we consider the transaction an insufficient funds item and will return the transaction unpaid. If use of your Card results in an overdraft on your account, you agree to immediately repay us the amount of the overdraft.

## **Other Limits**

We may also limit or refuse to complete your transaction for security reasons or while the terminal is being serviced.

## **Advisory against Illegal Use**

You agree not to use your Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

## **Electronic Banking Fees**

We charge fees for electronic banking services to your deposit account. The fees are listed in the Account Disclosure and Service Fees. For savings and money market accounts, we charge an Excess Transaction Fee for each transaction that exceeds the number of limited transactions you may make each statement period.

#### *Surcharge or Convenience Fees by Others*

In addition to the fees set forth in our Service Fees schedule, there may be other fees associated with performing

certain transactions at ATMs or POS terminals not owned or operated by Brookline Bank. These other fees are not assessed by us and will not be waived. We are a member of the SUM Program, which means that a surcharge or convenience fee will not be charged if you use an ATM with the SUM symbol.

## Documentation of Transfers

*Terminal Transfers:* You can get a receipt at the time you make any transfer to or from your account using an ATM or POS terminal.

*Direct Deposit:* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 877-668-2265 to find out whether or not the deposit has been made.

*Periodic Statements:* You will get a monthly account statement from us for your checking, money market or statement savings accounts. For passbook savings accounts, 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.

## Evidence of Transfer

Any documentation provided to you which indicates that an EFT was made will be admissible as evidence of such transfer and will constitute prima facie proof that such transfer was made.

## Stopping Preauthorized Payments

The initiation by you of certain electronic fund transfers from your account will 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.**

- *Right and procedures to stop preauthorized payments:* 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 at the end of this Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. You must tell us the exact dollar amount of the payment. 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. We will charge you for each stop payment order you give (see our *Service Fees* schedule).
- *Notice of varying amounts:* If regular payments from your account may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose, however, 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 set by you.

- *Liability for failure to stop payment of preauthorized transfer:* If you properly order us to stop one of these payments three (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. Please refer to our *Online Banking Agreement* for information on changing, canceling or stopping a bill payment transaction you have previously scheduled.

## Your Liability for Unauthorized Transactions

Tell us AT ONCE if you believe your Card, your password, your Personal Identification Number (PIN), or similar code, has been lost, stolen or used without your permission or if you believe that an electronic fund transfer has been or may be made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You can lose no more than \$50.00 if you fail to give us notice of your lost or stolen card and/or PIN and your card and/or PIN is used without your permission. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us on time. If a good reason (such as a long trip or hospital stay) kept you from notifying us, we will extend the time periods.

### *Additional Limits on Liability for Debit Card Transactions*

You will not be liable for any unauthorized transactions using your Debit Card, when used for debit transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft; (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve-month period; and (iii) your account is in good standing.

If any of these conditions are not met, your liability is the lesser of \$50.00 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. Unauthorized use means the use of your Debit Card by a person other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

## Contact in the Event of Unauthorized Transfer

If you think your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call us at **877-668-2265** or write to us at Brookline Bank, PO Box 470469, Brookline, MA 02447, Attn: Electronic Banking. You should also call this number or write to this address if you believe an electronic funds transfer has been made using the information from your check without your permission.

## Our Liability for Failure to Complete Transactions

If we do not properly 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:

- if through no fault of ours, your account has insufficient available funds to make the transfer;
- if the funds in your account are subject to legal process, such as garnishment, attachment or other lien;
- if the transfer would exceed the credit limit of your Reserve Credit;
- if the ATM, terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
- if circumstances beyond our control (such as fire, power outage, equipment failure or flood) prevent the transfer despite reasonable precautions we have taken;
- if the card or PIN has been reported stolen, or we have reason to believe that you or someone else is attempting to make a transfer for fraudulent or illegal purpose;
- if you or we have terminated the Agreement;
- if your PIN or Card has been canceled, or your designated account has been closed;
- if the ATM or other banking terminal or system where you were making the transfer does not have enough cash.

There are other exceptions stated in our agreement(s) with you which cover the particular type of account involved in a specific transaction.

## Disclosure of Account Information to Third Parties

In order to protect your privacy, we will not disclose any information about you or your account(s) to any person, organization or agency except:

- where it is necessary to complete the transfer;
- to comply with government agency or court orders or lawful subpoena;
- to our employees, auditors or collection agents in the course of their duties;
- to persons authorized by law in the course of their duties;
- for verification of the existence and condition of your account for a credit bureau and merchant;
- to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws;
- to certain third parties with whom we have joint marketing agreements; or
- by your written authorization.

## In Case of Errors or Questions about Your EFTs

If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, telephone us at once at **877-668-2265**, or write to:

Brookline Bank,  
PO Box 470469,  
Brookline, MA 02447,  
Attn: Electronic Banking.

We must hear from you no later than sixty (60) calendar days after we send or make available to you the FIRST statement on which the problem or error appeared.

- tell us your name and account number (if any);
- 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 more information; and
- tell us the dollar amount of the suspected error and the date that the transaction occurred.

If you tell us by phone, we may require that you send us your complaint in writing within ten (10) business days following the date you notified us. We will determine whether the error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sales, or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. For purposes of this paragraph, your account is considered a new account for the first 30 calendar days after the first deposit is made.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may, at no cost, examine and inspect all documents that we used in our investigation. You may also, for a reasonable fee to cover our related photocopying costs, ask for copies of the documents we used in the investigation. If the alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

## **Substitute Checks and Your Rights**

The following provisions help explain some of your rights under a federal law commonly referred to as Check 21.

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal

copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or electronic debits to your account. However, you have rights under other laws with respect to those transactions.

## **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within ten (10) business days after we received your claim and the remainder of your refunds (plus interest if your account earns interest) not later than 45 calendar days after we receive your claim.

We may reverse the refund (including any interest on refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at the phone number listed on your statement, or write to us at:

Brookline Bank  
Attn: Deposit Services-Adjustments  
P.O. Box 470469  
Brookline, MA 02447-0469

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were unable to make a timely claim because of extraordinary circumstances.

Your claim must include:

- a description of why you suffered a loss (for example, you think the amount withdrawn was incorrect);
- an estimate of the amount of your loss;
- an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- a copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

## ATM Safety Tips

We care about making banking convenient for you. We also care about making it safe. So, please keep the following tips in mind each time you use an ATM.

- *Use your head.* Common sense is your best safety guide. Trust your eyes, ears, and instincts and use ATMs only where you feel safe and comfortable.
- *Bring a friend if you use an ATM at night.* In addition, choose an ATM that is well lit and monitored with a surveillance camera.
- *Have your card ready.* Also, fill out your deposit slip and put your cash and checks in a sealed deposit envelope before you reach the ATM. After a withdrawal, be sure to put away your money, receipt, card, and wallet before leaving the ATM. Wait until you are at home or in secure surroundings to count your cash. Memorize your PIN and keep it a secret. Never write it on your card or leave it in your wallet. When entering your PIN, stand between the machine and the person behind you to keep it private. If you feel someone is looking over your shoulder, cancel the transaction and leave immediately.
- *Guard your card.* If it is lost or stolen or if any suspicious or unauthorized ATM transactions appear on your monthly statements, notify us as soon as possible.
- *Be aware of your surroundings.* When you are in a vestibule, close the entry door completely upon entering and exiting—and do not offer entry to strangers. At a drive-up, keep your engine running, lock all your doors, and open only the driver's window. If you are walking to an ATM, stay alert and do not linger at the machine.

## Identity Theft

Your role is extremely important in the prevention of wrongful use of your account. If you notice suspicious or fraudulent activity on your account, contact us at **877-668-2265** or email us at [customerservice@brkl.com](mailto:customerservice@brkl.com) to advise us of the nature of your concern.

If necessary, we can restrict access to your account, change your account password, issue new ATM Cards, close your account if there is evidence that your account has been the target of criminal activity, or take other appropriate action. Below are some other steps you should take to protect your account(s).

Contact the fraud department of each of the three (3) major credit bureaus to report the identity theft and request

that the credit bureaus place a fraud alert and a victim's statement in your file. The fraud alert puts creditors on notice that you have been the victim of fraud, and the victim's statement asks them not to open additional accounts without first contacting you.

The following are the telephone numbers for the fraud departments of the three (3) national credit bureaus:

- TransUnion: 800-680-7289
- Equifax: 800-525-6285
- Experian: 888-397-3742

You may request a free copy of your credit report from a credit bureau which must provide a free copy of your report if you have reason to believe the report is inaccurate because of fraud and you submit a request in writing. Review your report to make sure no additional fraudulent accounts have been opened in your name or unauthorized changes made to your existing accounts. Also, check the section of your report that lists "inquiries" and request that any inquiries from companies that opened the fraudulent accounts be removed.

Contact any creditor where you have an account that you think may be the subject of identity theft. Advise them of the identity theft. Request that they restrict access to your account, change your account password or close your account if there is evidence that your account has been the target of criminal activity.

Close the accounts that you know or believe have been tampered with or opened fraudulently. You may file a report with your local police department. Get a copy of the report to submit to your creditors and others that may require proof of the crime.

You may file your complaint with the Federal Trade Commission (FTC). The FTC maintains a database of identity theft cases used by law enforcement agencies for investigation. You may contact the FTC at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or call their hotline at 877-IDTHEFT (438-4338). Filing a complaint also helps us learn more about identity theft and the problems victims are having so that we can better assist you.

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To request additional information about Brookline Bank's products and services, please visit your local Brookline Bank branch, call us at 877-668-2265, or visit us online at: [BrooklineBank.com](http://BrooklineBank.com)

Telephone Banking: 888-730-3554


# BrooklineBank

877.668.2265

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