

# HINGHAM INSTITUTION FOR SAVINGS

## BUSINESS ACCOUNT TERMS AND CONDITIONS

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### USA PATRIOT ACT NOTICE

**Important Information about Opening an Account** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer. What this means to you: We will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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### YOUR ACCOUNT AGREEMENT

This full document is your legal contract with us and explains the rules for your account, so please read it carefully and keep it for your records. By opening and continuing to use your account, you agree to all the rules in this document and any future updates we send you. Your account is governed by federal law, the laws of the Commonwealth of Massachusetts, as well as Federal Reserve payment processing system rules. You agree that any and all litigation or legal proceedings arising out of or relating to this Agreement shall be brought **exclusively** in the state courts of the Commonwealth of Massachusetts located in Plymouth County or in the United States District Court for the District of Massachusetts, and the parties hereby irrevocably consent to the exclusive jurisdiction of such courts and waive any objection to such venue or any claim that such courts represent an inconvenient forum. If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law. You cannot transfer ownership of your account to another person without getting our written permission first.

We will provide your specific interest rates, fees, and balance requirements in separate documents. In this agreement, "we" or "us" means the financial institution, and "you" means you, the account holder. The titles and headings in this agreement are for convenience only and do not change the meaning of any terms. Any special exceptions to these rules must be agreed to by us in writing, and singular words (like "owner") also include the plural ("owners"), and vice versa. We're here to help, so please ask us if you have any questions.

**Fees and Service Charges** - By using this account, you agree to our terms and fees on the provided Service and Fee Schedule. You authorize us to deduct all fees and charges directly from your account, without prior notice. You also agree to pay reasonable charges for any other services you request that aren't covered by this agreement.

**Account Shortages** - All owners on this account are responsible for all overdrafts or account shortages. This means you are responsible even if another person with access to the account caused the shortage. Your liability is immediate, and we can use any funds deposited into the account to cover the negative balance. You are responsible for paying our reasonable legal costs if we need to take action to collect money you owe or to handle a dispute involving your account. This covers, but isn't limited to, disagreements between you and another joint owner, you and an authorized signer or similar party, or a third party asserting a claim to your account. These costs can be deducted directly from your account balance without notice.

**Deposit Rules for Your Account** - When you deposit a check, we give you temporary credit for that amount. This credit is provisional and only becomes final after the check officially clears through the banking system. Until then, we act as your agent to collect the funds. If we are unable to collect the funds on a check you deposit we will reverse this temporary credit and deduct the amount from your account. We reserve the right to charge back any item to your account, even after the funds have been made available to you. This can happen if a check is later returned to us. We may also attempt to re-deposit a returned item on your behalf without notifying you. For deposits you make by mail, in a drop box, or leave with us to be counted later, please be aware that we are not responsible for them until we have physically received and processed them. You must include an itemized deposit slip with these unattended deposits, and our final count will be considered the official amount of your deposit, even if it differs from your slip. If you deposit an item in a foreign currency, the U.S. dollar amount credited to your account will be based on the exchange rate when the funds are finally collected, not on the day of deposit. Lastly, if you deposit a third-party check (a check signed over to you by someone else), we may require the original payee to verify their signature. Any deposit or transaction you make after our "daily cutoff time" or on a day we are closed (like weekends and holidays) will be processed on the next business day. Please note that any interest is paid only on funds after they have cleared.

**Withdrawal Rules for Your Account** - Unless specified otherwise on your account, anyone authorized on the account can withdraw or transfer any portion of, or the entire account balance, at any time, acting alone. All authorized signers on a joint account can endorse checks made out to any other person on the account, as long as the funds are being deposited into that account. This permission is active by default but can be canceled at any time with a written notice.

A postdated check is one written for a future date. Please be aware that we may pay and charge your account for a postdated check before its date. To prevent an early payment, you must give us specific written notice that includes the check number, exact amount, date, and payee's name. Notice must be received by the bank in a time and manner that gives us a reasonable opportunity to act on it. You must use checks from a vendor we approve or have your checks approved by us if you use a different vendor. We may refuse any transaction on unapproved checks. We may enforce established limits on the amount, frequency, or method of your withdrawals. If you violate these limits, we may close your account or switch it to a different account type with different fees and features. We may place limitations on the account until your identity is verified. If we make a one-time exception that doesn't follow any part of this agreement, we are not obligated to do so again.

For your personal safety, we recommend you consider alternatives like a treasurer's check or wire transfer instead of withdrawing large amounts of cash. Once cash is withdrawn, you assume full responsibility for any loss if it is stolen, lost, or destroyed. You agree to hold us harmless for any such loss.

Sometimes, a paper check you write is converted into an electronic payment. When this happens we don't get a chance to review the original check. Because we cannot physically inspect the check to verify signatures, you agree that any multiple-signature requirement on your account does not apply to these electronic check transactions. If we receive a legal copy of a check (a "substitute check") to be paid from your account and it has a technical error introduced in the creation process, you authorize us to pay it anyway.

By law, we must reserve the right to require at least 7 days' written notice before you withdraw from an interest-bearing savings account. While this is not our standard policy, the right exists.

**Overdraft and NSF Fees** - We want to help you understand how your account works to avoid fees. An overdraft happens when you don't have enough money in your account to cover a transaction, but we pay it for you anyway. We charge an overdraft fee for this service. A Non-Sufficient Funds (NSF) transaction occurs when you don't have enough money in your account, and we decline the payment. The item is returned unpaid, and we charge an NSF fee. We do not charge overdraft or NSF fees for one-time debit card or ATM transactions. All other transactions are subject to overdraft and NSF fees as described in this agreement and the accompanying fee schedule.

When evaluating if you have sufficient funds for a transaction, we use your available balance, not your actual balance. It is important to note that these two balances may differ. **Actual Balance:** This is the total amount of money in your account after all transactions have fully processed and "settled." It doesn't include any recent transactions that are still pending. **Available Balance:** This is the money that's actually available for you to spend right now. We calculate this by taking your actual balance and subtracting any pending transactions (like a debit card purchase or hold) or holds on recent deposits.

**Example:** You have an actual balance of \$100. You use your debit card to buy groceries for \$30. That \$30 transaction is now "pending." While your actual balance might still show \$100 until the transaction fully settles, your available balance is immediately reduced to \$70. If you then try to make a purchase for \$80, it will be declined or cause an overdraft because you only have \$70 available.

Essentially, your **available balance** gives you the most accurate, real-time picture of what you can spend without overdrawing your account. Holds from debit card transactions or check deposits will always affect this balance.

**Managing Your Account:** You can access the money in your account in several ways, including using your debit card, writing a check, or setting up an automatic payment (ACH). These payments don't all process at the same speed. A check you write today might not clear for a few days. That's why it's important to keep track of all your transactions—including outstanding checks and scheduled bill payments—so you always know how much money you truly have to spend. Keeping track of your balance is important. You can review your account using online or mobile banking, calling us, reviewing your monthly statement, or visiting us at a local branch.

When you deposit money, especially a check, the funds might not be available for you to use right away. This is to ensure the deposit is valid. For details, please see our Funds Availability Policy Disclosure. It explains the different hold times for various types of deposits. Even after we make funds available to you from a deposit, the item could still be returned unpaid. If that happens, we will reverse the deposit and deduct that amount from your account, which could cause an overdraft.

**How Debit Card "Holds" Affect Your Balance:** Have you ever noticed a pending charge that's higher than what you actually spent? This is a common practice called an authorization hold, and it temporarily reduces your available balance. Here's how it works: When you use your debit card at places where the final total isn't known upfront—like gas stations, hotels, or restaurants—the merchant may place a temporary hold on your account for an estimated amount.

**Example:** A gas station might place a \$100 hold on your account before you start pumping. Even if you only buy \$40 of gas, your available balance will be reduced by the full \$100 until the merchant sends us the final, correct amount.

This adjustment can sometimes take a few business days. During that time, the money being held is **not available** for you to spend. If other transactions post while the hold is active, it could lead to an overdraft or NSF fee, even if you would have had enough money without the hold. You agree to pay any overdraft or NSF fees caused by shortages due to authorization holds.

**How We Process Your Payments:** We pay transactions from your account in order of the highest dollar amount to the lowest. This helps ensure your most important bills (like your mortgage) get paid first. However, if you don't have enough funds to cover everything, this may increase the number of overdraft or returned item fees you incur. When a transaction exceeds your available balance, we decide whether to pay it (creating an overdraft) or return it unpaid. We reserve the right to determine the availability of funds in your account for the purpose of assessing whether to return an item due to insufficient funds or charge an NSF fee. This assessment may occur at any point from the time we receive the item until we either return it or issue a notice in place of a return. We may review your available balance more than once. The decision regarding the available balance will be based on your balance at the time of our final review. For current fee information, please see our fee schedule. We encourage you to manage your account carefully to avoid overdraft or NSF charges.

**Overdrafts:** We may, at our discretion, approve transactions that overdraw your account. However, just because we cover an overdraft for you once doesn't mean we will do it again. You should not rely on us to pay overdrafts. We can change this practice at any time without notice. We will charge you an overdraft fee each time we cover an overdraft. We will use the next deposit you make (including direct deposits like paychecks or government benefits) to cover the negative balance and any fees.

**Non-Sufficient Funds (NSF):** If you don't have enough money in your account to cover a payment (like a check or ACH), we may return it unpaid and charge you a Non-Sufficient Funds (NSF) fee. We **do not** charge NSF fees for declined one-time debit card purchases or ATM withdrawals. The person or company you were trying to pay might try to process the payment again. We will only charge you one NSF fee for that specific item, no matter how many times it's resubmitted during the first 180 days. If the same item is presented for payment again more than 180 days after the first attempt, we treat it as a new item and a new NSF fee may be charged.

**Business or Organization Accounts** - When you open an account for your business or organization, you are confirming you have the authority to do so. We may ask for a formal authorization from your leadership naming the specific people who can manage the account. This authorization will stay in effect until we receive a written update from your organization. If you are signing on behalf of a business or other organization, this agreement does not make you personally liable for the account beyond what is already required by the laws governing your type of organization.

**How to Stop a Payment on a Check** - Any owner on the account can request to stop a payment on a check or draft, as long as it has not already been processed by us. For a stop payment to be successful, you must provide the **exact** check number, date, amount, and payee name, as our automated system relies on this precise information to identify the item. A verbal request made in person or by phone will last for 14 calendar days; to keep it active

longer, you must confirm it in writing within that time. A written request is effective for six months, and it is your responsibility to renew it in writing before it ends, as we do not send notifications before it expires.

You transfer all rights to us against the payee or any other item holder. You agree to help us with any legal action we pursue against these individuals. You also agree to cover any costs or expenses we incur while processing your request. Our stop-payment cutoff time is one hour after the start of the next banking day following the day we receive the item. Please note that legal limitations may apply to our obligation to stop payment, for instance, if the item was paid in cash or certified. Please remember that a stop payment prevents us from paying the check, but it does not cancel your legal obligation to the payee, who may still seek payment from you. The rules for stopping electronic payments are different; please contact us for those specific details.

**Changes to Your Account and Agreement** - We may change any part of this agreement at any time. This includes adding or removing terms, changing fees, modifying our services, or converting your account to a different type. We also reserve the right to suspend or close your account for any reason. We will provide you with reasonable written notice of any changes. This notice may be delivered by mail, electronically (if you've agreed to it), or as a message on your periodic statement. However, in special circumstances, we may make a change first and notify you afterward. For example, to prevent potential loss from suspected fraud, we might immediately freeze or close your account and then inform you. If you continue to use your account after the date a change takes effect, you are agreeing to the new terms. Please review any notices we send you carefully.

If you decide to close your account, you are responsible for leaving enough money in it to cover any outstanding checks or pending transactions. Once those have cleared, we will return the final balance to you. If we close your account, we will also return the final balance. After an account is closed, any checks or debits presented for payment will be returned unpaid, and any deposits will be returned to the sender. We are not liable for any issues that result from these returned items.

If we choose not to enforce a rule in this agreement on one occasion, it doesn't mean we give up our right to enforce it in the future. Rules for changes to interest rates are provided in your Truth-in-Savings disclosure. If a specific law requires a different type of notice for a change, we will always follow the requirements of that law.

**Fixing Clerical Mistakes** - To ensure your account paperwork is accurate and complete, you authorize us to correct minor clerical errors if we find it necessary. For example, we may need to contact you to get a signature that was accidentally missed. This policy does not apply to transaction errors on your periodic statement, which are covered in the "Statements" section. You can typically begin using a new account immediately. However, this is conditional on you providing any missing documentation or information we've requested. You must provide these items within a reasonable time, or we may restrict or close your account.

**Communications** - The Bank is not responsible for, and is not obligated to act upon, any instruction or notice given verbally to a Bank employee (such as a teller or personal banker), or sent via a non-secure electronic method (such as standard email). You acknowledge that these methods are not secure and are subject to risk of error, misunderstanding, or fraud. The Bank shall not be liable for any loss, damage, or cost resulting from our refusal to act upon such non-official instructions.

If we, in our sole discretion and without any obligation to do so, choose to act upon a verbal instruction or an instruction sent through a non-official channel, you agree to be bound by that instruction as if it were provided through an Official Channel. You further agree to bear the full risk of any misunderstanding, error, or unauthorized activity and agree to hold the Bank harmless from and indemnify the Bank against any and all claims, losses, or liabilities arising from our decision to act on such an instruction.

For a written notice from you to be effective, we must actually receive it with enough time and detail to act on your request. If your notice is about a specific item like a check, be sure to include all identifying details (check number, amount, date, and payee). For your security, we can only act on instructions that you send through our official and designated channels. Do not send important requests (like a stop payment or transfer order) to a general email address, fax number, or leave them in a voicemail. We are not responsible for acting on instructions that are not sent to the correct, designated contact point. Notices we send are considered delivered as soon as they are sent, whether by mail to your address on file or by email. If there are multiple people on your account, a notice sent to one of you serves as notice to everyone.

**Your Statement Review Responsibilities** - It is crucial that you review your account statement promptly as soon as it is sent or made available to you. You are responsible for examining it for any unauthorized signatures, forgeries, altered checks, or other problems like encoding errors or incorrect deposit amounts. You have a maximum of 10 calendar days from the statement date to notify us of any fraud. If you don't report it in time, you may have to share in or fully cover the loss, assuming we exercised ordinary care and, in doing so, did not substantially contribute to the loss. If you fail to report any fraudulent items or other errors within 10 calendar days, you cannot make a claim against us, and the loss will be entirely yours. Contact us immediately if your statement does not arrive on time, as this does not extend your reporting deadlines.

**Repaying Federal Benefit Errors** - If the government sends a benefit payment (like Social Security) to your account in error and later requires us to pay it back, you authorize us to withdraw that amount from any of your accounts with us. We can do this at any time without advance notice. If your account doesn't have enough funds, we reserve the right to use other legal means to recover the money.

**Our Right of Setoff** - "Setoff" is our legal right to take funds from your account to pay a past-due debt you owe us, such as a delinquent loan payment. We have the right of setoff, which allows us to use funds directly from your account to cover the amount you owe us if your debt is overdue. This right also extends to using money from your account to cover your portion of any liability for debt owed to us by a partnership you are a part of. If your debt is from a loan (a "promissory note"), the amount you owe is the full amount we demand. This may include the entire remaining loan balance if your agreement allows. We can do this at any time without giving you advance notice. Be aware that if we use funds from your account, any checks you've written or payments you've scheduled may be returned unpaid ("bounced"), and we are not responsible for any fees or issues that result. You agree to hold us harmless if we exercise our right of setoff. This right does not apply in every situation. For example, we cannot use setoff on legally protected accounts, such as IRAs and other tax-deferred accounts, and it generally cannot be used to collect consumer credit card debt.

**Special Instructions on Your Checks** - Because we use automated systems to process a high volume of checks, we don't manually inspect each one for special instructions you may write on them. This includes notes like "void after 90 days," "not valid for more than \$1,000," or even a "for deposit only" endorsement. Therefore, we are not required to follow these instructions and are not responsible for any losses that occur if we don't. The only way we

will honor a special instruction is if you have a separate, written agreement with us to do so.

**Using Facsimile Signatures** - Use of a facsimile signature on checks or other items requires our prior written approval. If you fail to obtain approval you accept full liability for unauthorized use. You authorize us to honor any signature that resembles the sample you provided, regardless of how or by whom it was affixed. This authorization applies even if your stamp (or other signature device) is lost, stolen, or used without permission. You agree to notify us immediately if you suspect misuse.

**How We Process Your Checks** - To keep costs down and process payments quickly, we use an automated system that reads the information printed at the bottom of your checks. Because our system is automated, we do not manually inspect every check to verify signatures, endorsements, or other handwritten notes. For this reason, if you write a check to multiple people and require all of them to sign it, you must notify us in writing ahead of time with the check's specific details (date, amount, check number, and payees). Otherwise, we may cash the check with just one of the required endorsements. We are not responsible for forgeries or alterations that are not obvious upon a reasonable inspection. You agree that we have exercised ordinary care if our process is consistent with general banking practice, even though we do not inspect each item.

**Cashing Checks Written By You** - If a person who does not have an account with us wants to cash a check you've written, we may charge them a fee or limit the amount we accept for withdrawal. For security purposes, we will also require them to provide identification we consider reasonable, which could include official documents or a thumbprint.

**Endorsing (Signing) Checks for Deposit** - When you endorse a check for deposit, you must sign your name in blue or black ink on the back, keeping your entire signature within the top 1.5 inches of the check's left-hand edge. These guidelines are necessary so our automated equipment can process the check without delay and to leave room for required bank stamps. You agree to indemnify, defend, and hold us harmless for any loss, liability, damage, or expense that occurs if your signature or other information you write on the back is outside this area and covers up our own endorsements. For your convenience, we may accept a check for deposit even if you don't sign it, and we reserve the right to supply the missing endorsement for you.

**In Case of Death or Incompetence** - You agree to notify us promptly if an account holder passes away or is legally declared incompetent. Until we are officially notified and have had a reasonable time to update our records, we may continue to honor transactions on the account. After we are aware of a death, we may still pay checks that were written before the date of death for up to 10 calendar days, unless someone with a legal interest in the account (like an heir or executor) instructs us to stop payment.

**Accounts Managed by a Fiduciary** - A fiduciary is someone legally appointed to manage money for another person, such as a trustee, executor, or conservator. When a fiduciary account is opened with us, our role is simply to hold the funds. We are not responsible for the fiduciary's actions and do not monitor their transactions to ensure they are following the terms of a trust or court order. If the fiduciary misuses the account's funds, we are not liable.

**Legal Actions Involving Your Account** - If we receive a legal order related to your account—such as a garnishment, levy, or subpoena—we are required by law to comply. To do so, we may freeze some or all of the funds in your account, which will prevent any withdrawals, payments, or transfers. We are not responsible for any bounced checks or fees that result from this action. You are responsible for any costs we incur while handling the legal order, including administrative and attorney's fees, which we may deduct directly from your account. This process does not affect your personal right to challenge the legal action in court.

**Protecting Your Account** - Keeping your account secure is a shared responsibility. It is your duty to protect all your account information, including account numbers, usernames, passwords, and PINs, as well as physical items like your debit card and blank checks. You should never share this information unless you are willing to give someone full access to your funds, as you are responsible for their transactions until you notify us to revoke their access. It is crucial that you report lost or stolen checks immediately, as you may be held responsible for any losses resulting from your negligence. For our part, we will take steps to verify your identity before allowing access to your account.

We offer optional services, like Positive Pay, to help protect your account from fraud. If we offer you a service and you choose not to use it, you will be responsible for any fraudulent transactions that the service could have prevented. You won't be responsible if we acted in bad faith or if our negligence contributed to the loss. Similarly, if you reject our recommended security and use your own, you are responsible for any payments (even unauthorized ones) that follow your chosen procedures. We highly recommend Positive Pay as it's designed to detect and prevent both check and electronic fraud. These rules do not apply to personal electronic transfers, which are protected by separate regulations.

**Call Recording and How We Contact You** - For quality, training, and security purposes, we may monitor and record our phone conversations with you. To service your account, we may need to contact you using the phone numbers and email addresses you have provided. This contact might be a phone call, text message, or email. We may use automated dialing systems or pre-recorded voice messages. Please be aware that when we contact you, especially on a mobile device, your carrier's standard message and data rates may apply. You are responsible for keeping your contact information current. You can learn more about the process to update your contact information by contacting us.

**Reporting a Loss or Unauthorized Transaction** - For claims of loss, such as a forged or altered check, you agree to cooperate fully with our investigation. This includes providing a sworn statement (an affidavit) with any information we require and notifying law enforcement of any criminal activity. We will have a reasonable time to investigate, and unless we have acted in bad faith, we are not liable for any indirect damages, such as lost profits or your attorney's fees. If someone else (like an insurance company or another party) is responsible for covering a financial loss you've experienced, you agree not to give up your right to be repaid. You must either pursue repayment yourself or, at our request, assign your rights to us so that we may pursue them. The amount we may owe you will be reduced by any funds you are entitled to recover from these other sources.

**Keeping Your Contact Information Current** - It is your responsibility to notify us in writing of any changes to your name, address, or other contact information. Please be aware that writing new information on a check reorder form does not count as an official notice. We will always send communications to the most recent address we have on file for you, and we may charge a fee if we have to locate you because your information is outdated.

**Account Disputes** - If your account becomes the subject of a legal dispute or conflicting claims (for example, between potential heirs or beneficiaries), we may place an administrative hold on it to protect the funds. This hold freezes the account, preventing any withdrawals or payments from being made.

The hold will remain until we receive satisfactory proof, such as a court order, that the dispute has been resolved. We are not liable for any checks or payments that are returned unpaid because of this hold.

**Notices for Returned Items** - You agree that we are not required to send you a separate notice if a check or other item is returned unpaid. For example, if you deposit a check and it bounces, we do not have to contact you directly. The transaction will simply be reversed on your account. We will only notify you if a specific law requires it.

**Using Substitute Checks** - If you create a substitute check or any other copy (paper or electronic) of an original check, you guarantee that no one will be forced to pay for the same check twice (whether from the original, the substitute, or another copy) and that any substitute check you create meets all legal standards (including the Check 21 Act). You also agree to keep the original check according to our policy. You are responsible for any costs or losses we suffer because of a substitute check you created. We have the right to refuse any substitute check that hasn't already been guaranteed by another bank. We also don't have to accept any other check copies unless we have a separate written agreement with you.

**Remotely Created Checks** - A remotely created check (also known as a telecheck or demand draft) is a check that you create using someone's bank information without their physical signature, based on their authorization. If you deposit one of these checks, you warrant: 1) You have explicit, verifiable authorization from the account owner for the exact amount. 2) You must keep proof of this authorization for at least 2 years and provide it to us if we ask. 3) You are fully responsible if the check is returned for any reason, regardless of how much time has passed. We may take the full amount of the returned check from your account, and you will be responsible for paying us any remaining balance.

**Notice on Unlawful Internet Gambling** - To comply with federal law (Regulation GG), you cannot use your account for "restricted transactions," which are payments related to unlawful internet gambling. This means you are prohibited from using your account to send or receive funds—by check, wire, debit/credit card, or any other method—for any online bet or wager that is illegal under federal or state law. We may block or reject any transaction we believe violates this law and reserve the right to close any account we believe is involved in this type of activity.

**Wire Transfers, Electronic Payments (ACH), and other Fund Transfers** - This section explains the specific laws and rules that govern different types of fund transfers. You agree to the following terms: All transfers are governed by Article 4A of the Uniform Commercial Code (UCC4A). We will use the legal definitions from UCC4A, and the laws of the Commonwealth of Massachusetts will apply, regardless of where you reside or where your account is located.. You also agree to follow the rules of any payment system you use (like ACH) and all regulations from the Federal Reserve System (such as Regulation J or its operating circulars). If a Federal Reserve rule conflicts with a state's UCC4A, the federal rule applies. These terms control all your fund transfers, unless we have a separate, written agreement with you that modifies them. If any part of this section is ever found to be invalid or unenforceable, all other parts will remain in full force and effect. Items listed in this section explain key terms for your account and fund transfers. These explanations are summaries based on official definitions in UCC4A. For the complete legal details, we recommend reviewing the original UCC4A text.

When sending a wire or other electronic payment, it is critically important to use the correct account and routing numbers. We and other banks rely solely on these numbers to process the transaction, meaning the money could be sent to the wrong person or account if a number is incorrect, even if the name you provided was right. Similarly, when you receive electronic payments like direct deposits, the credit to your account is provisional and not final until the payment officially clears. If a payment sent to you is later returned or reversed for any reason, we will withdraw the amount of the credit from your account. Please be aware that we are not required to send you a separate notice for every incoming electronic payment.

Funds Transfer Fundamentals: A Funds Transfer is a transaction initiated by your payment order to pay a beneficiary and is complete once the beneficiary's bank accepts the order. Your payment order can be oral or written, but it can only specify the time of payment, not any other conditions. The funds must be drawn from an Authorized Account, which is either an account you specifically designate or any suitable account you hold with us. We may use the Automated Clearing House (ACH) for credit entries, but ACH payments are considered Provisional Credit until final settlement occurs. You agree that we may, at our discretion, record any oral or telephone orders, and we are not obligated to notify you when a payment order results in a credit to your account.

Order Acceptance, Execution, and Timing: While we reserve the right to reject any payment order, we typically accept it if you have sufficient available credit in your Authorized Account. If we reject your order but fail to notify you timely, we have no liability for interest on non-interest-bearing credit held. Upon acceptance, we are authorized to debit your Authorized Account for the order amount plus service charges on the execution date (the date we receive the order, unless specified otherwise). A funds transfer is finalized upon acceptance by the beneficiary's bank. If the transfer fails, your obligation to pay the principal amount is excused, but you remain liable for service expenses, unless the failure was caused by your instruction to use a specific intermediate bank that suspends payments. Any payment order, cancellation, or amendment received after our established Cutoff Time will be treated as received on the next business day. You can cancel or amend an order only if we receive your request and can act on it before we accept the order, and the request must comply with the established Security Procedure.

Security, Liability, and Errors: A Security Procedure is used to verify the authenticity of all orders, cancellations, and amendments. If we offer a commercially reasonable procedure that you decline, you agree to be bound by any order accepted in your name, authorized or not, provided we follow the procedure you did select and we agree to provide in writing. You acknowledge that the written agreements between you and the Bank constitute the entirety of our agreement and you may not rely on any verbal or informal agreements with respect to funds transfer, whether explicit or implied. When your order provides both a name and an Identifying Number for a recipient, all banks are entitled to rely solely on the number, with no duty to investigate if the name and number refer to the same party.

In the event an amount is credited to your account but we never receive final payment, you agree to a Refund of Credit for the full amount. If we mistakenly pay you more than a payment order specified (Erroneous Execution), we have the right to recover the excess amount. You are required to use ordinary care to review and report any unauthorized or erroneous payment orders to us within 14 days. Failure to report within this timeframe forfeits your right to interest on any refundable amount and you will be liable for any loss we suffer due to your failure. You will also lose the right to claim we cannot retain a payment if you fail to object within one year of our notice. We assume no liability for the acts of intermediaries, events caused by external agencies, acts of God, or nonsalaried agents. Finally, you waive all claims against us for any special or consequential damages (like lost profits) or attorney fees resulting from a funds transfer or erroneous execution.

**International Electronic Payments** - To comply with federal law, we are required to screen all electronic payments coming from or going to another

country. This security check may occasionally cause a delay in processing the transaction, which means it could take longer than usual for the funds to be available in your account.

**Setting Up Payments with Other Companies** - You can allow other companies and individuals (third parties) to electronically take payments from or make deposits to your account. These transfers can be a one-time event or can be recurring (like a monthly bill). To set this up, you will need to provide the third party with your account number and bank information, which you can find on your checks or account slips. Only give your bank account information to trusted companies that you have authorized to make these transfers. Common examples of these transfers include:

- Direct Deposits: Automatically receiving your paycheck or government benefits.
- Automatic Bill Payments: Setting up recurring payments for things like utilities, subscriptions, or loan payments.
- Electronic Check Payments: Allowing a store to turn your paper check into a one-time electronic payment.
- Returned Check Fees: Allowing a store to electronically collect a fee if your check bounces.

If you have a recurring payment (like a utility bill) where the amount changes, the company you're paying must notify you 10 days before the payment. The notice will tell you the date and the amount. You can also arrange with the company to only send a notice if the payment differs from the last payment by more than a specific amount or falls outside a dollar range that you have set. Direct deposits are always free. We do not charge for these other electronic transfers, unless a fee is specifically listed elsewhere in this agreement.

**Stopping Electronic Payments** - Unless this agreement specifically states otherwise, you generally cannot stop an electronic payment after you've authorized it. Because these transfers are usually final, you should only pay for things electronically if you are sure you won't need to stop the payment.

**Debit Cards** - We may automatically send you a MasterMoney™ Debit Card when you open certain accounts. You don't need to activate or use this card to keep your account open. If you do use the card, separate terms and conditions will apply. **Using Your Debit Card for Purchases** - You can use your debit card to:

- Buy goods and services (in stores, online, or by phone).
- Get cash back from a merchant (if they allow it).
- Get cash at an Automated Teller Machine (ATM)

**Daily Spending Limits:** You have a daily limit of \$5,000 for purchases made with your debit card. You have a daily withdrawal limit of \$750 when you use your card at an ATM.

**Using Your Debit Card in Other Currencies:** If you make a purchase in a foreign currency, Mastercard will convert the amount to U.S. dollars. They use a wholesale exchange rate, which is typically the rate from the day you made the purchase. In some cases (like processing delays), they may use the rate from the day the transaction is processed.

**Illegal Use Is Not Allowed:** You agree not to use your card for illegal gambling or any other illegal activity. Just because a website or merchant displays a card logo does not mean their service is legal in your location.

**Additional Limits on Liability for MasterMoney™ Debit Card:** You will not be liable for any unauthorized transactions using your MasterMoney™ Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described in the Electronic Fund Transfers Agreement) apply. Mastercard is a registered trademark, and the circle's design is a trademark of Mastercard International Incorporated.

**Automatic Billing Updater:** Your card is enrolled in a free service called Mastercard Automatic Billing Updater. When your card expires or is replaced, this service automatically sends your new card number and expiration date to participating companies where you have recurring payments (like subscriptions or monthly bills). This helps prevent your automatic payments from being declined. Not all companies use this service, so you should still update your payment information with them directly. You can opt out of this service at any time. To do so, must provide your name and the last 4 digits of your card number and contact us via:

- Phone: 781-749-2200
- Email: cs@hinghamsavings.com
- Website: www.hinghamsavings.com

You can opt back in at any time using the same methods.

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## CREDIT VERIFICATION AND NOTICE OF NEGATIVE INFORMATION

You authorize us to verify your credit and employment history, which may include obtaining one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose.

We report account information to nationwide credit bureaus. You authorize us to report negative information, such as late payments, missed payments, frequent overdrafts, or other defaults, to consumer reporting agencies. This is a one-time, standard notice we provide to customers. Receiving it doesn't mean we have reported or will report negative information about you. However, we can report negative information about you now and in the future without sending another notice.

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## REGULATION CC FUNDS AVAILABILITY DISCLOSURE

**Your Ability To Withdraw Funds** - 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. However, funds from electronic direct deposits will be available on the day we receive the deposit. Funds you transfer in from an external account will be held for five business days. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 P.M. ET on a business day that we are open, we will consider that day to be the day of your deposit.

However, if you make a deposit after 5:00 P.M. ET on a day we are open or at any time on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Right to Hold** - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer Delays May Apply** - We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications 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.

**Holds On Other Funds** - If we cash a check or accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the same or another account you have with us. These funds would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Deposits at Automated Teller Machines** - We do not accept deposits (cash or checks) at automated teller machines (ATMs).

**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 to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler'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 \$6,725.00 will be available on the ninth 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 employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from deposits of checks drawn on us will be available on the first business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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## ACCOUNT DETAILS

### **Business Checking Account**

**Rate Information** - This is a non-interest bearing account.

**Minimum Balance Requirements** - A minimum deposit of \$10.00 is required to open this account.

### **IOLTA and Landlord/Tenant Accounts**

**Rate Information** - The interest rate and annual percentage yield may change at any time at our discretion. Please review the rate sheet provided for detailed rate and APY information.

**Compounding And Crediting** - Interest will be compounded continuously. Interest will be credited annually to your account.

**Effect Of Closing An Account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements** - A minimum deposit of \$10.00 is required to open this account. You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

**Balance Computation** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is the statement cycle.

**Accruals And Noncash Deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

### **Business Money Market Accounts**

**Rate Information** - The interest rate and annual percentage yield (APY) may change at any time at our discretion. Please review the rate sheet provided for detailed rate and APY information.

**Compounding And Crediting** - Interest will be compounded continuously. Interest will be credited monthly to your account.

**Effect Of Closing An Account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements** - A minimum deposit of \$10.00 is required to open this account. You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

**Balance Computation** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is the statement cycle.

**Accruals And Noncash Deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** - You are limited to six electronic transfers (including but not limited to, preauthorized, automatic, online, or mobile transfers, or transfers by check, draft, debit card, or similar) from your account each calendar month. If you exceed the transfer limit three times in a 12-month period, we may suspend your ability to make transfers. The transaction limitations do not include IntraFi transfers.

## **Business Savings Account**

**Rate Information** - The interest rate and annual percentage yield (APY) may change at any time at our discretion. Please review the rate sheet provided for detailed rate and APY information.

**Compounding And Crediting** - Interest will be compounded continuously. Interest will be credited monthly to your account.

**Effect Of Closing An Account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements** - A minimum deposit of \$10.00 is required to open this account. You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

**Balance Computation** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is the statement cycle.

**Accruals And Noncash Deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** - You are limited to six electronic transfers (including but not limited to, preauthorized, automatic, online, or mobile transfers) from your account each calendar month. Please note that you cannot write checks or use a debit card with this account. If you exceed the transfer limit three times in a 12-month period, we may suspend your ability to make transfers.

## **Business Certificate Of Deposit**

**Rate Information** - Your interest rate and annual percentage yield (APY) are fixed until your account's first maturity date. You can find your rate on the sheet provided prior to account opening.

**Compounding And Crediting** - Interest will be compounded continuously. Interest will be credited monthly to your account.

**Minimum Balance Requirements** - A \$1,000 minimum deposit is required to open the account. To earn the disclosed interest rate and APY you must keep your balance at \$1,000 or more. If it falls below that amount, your account will be closed and early withdrawal penalties may be imposed.

**Balance Computation** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is the statement cycle.

**Accruals And Noncash Deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** - You may not make any deposits into your account before maturity. You can withdraw the interest you've earned at any time during the term without a penalty, once it has been added to your account. Please note that withdrawing interest will reduce your total earnings (your final APY). Withdrawing your initial deposit (the principal) before the maturity date is generally not permitted. If we do allow it, an early withdrawal penalty will apply.

**Time Requirements** - Your CD will mature as indicated in the "Your Account Information" section on the sheet provided prior to account opening.

**Early Withdrawal Penalties** - A penalty will be applied if you withdraw from your principal before the maturity date. It's important to know that this penalty can be applied even for withdrawals you do not authorize yourself. For example, a penalty will be charged if funds are removed due to a legal order (like a garnishment) or if we use our "right of setoff" to cover a debt you owe us. Additionally, please be aware that making even a partial early withdrawal may require us to close the entire account and apply the early withdrawal penalty to the full balance. The penalty is calculated as follows: For CDs with a term less than 1 year the penalty is three months of interest on the amount you withdraw. For CDs with a term of 1 year or longer, the penalty is the greater of six months of interest on the amount withdrawn or a Market Rate Penalty\*. In certain situations, such as the death of an account owner, the early withdrawal penalty may be waived as required by law. Exceptions may also apply for retirement accounts.

**What Happens At Maturity** - For your convenience, your account will automatically renew on its maturity date. Your new interest rate will be the standard rate we offer for new CDs with the same term on that day. You have a 10-day grace period starting on your maturity date to withdraw your funds without any penalty. To prevent your CD from renewing, you can either withdraw the funds or give us written notice during the 10-day grace period. We reserve the right not to renew your CD. If this happens, we will mail you a notice at least 30 days before maturity. Your account will continue to earn interest for up to 10 days after the maturity date.

\***Market Rate Penalty** is an estimate of the interest cost to the Bank if the Bank were to replace a Certificate of Deposit that is withdrawn early with similar funding through the Federal Home Loan Bank of Boston (FHLB). The Bank will calculate this penalty by selecting a 5 year non-amortizing FHLB classic advance rate. The Bank shall utilize the rates published by the Federal Home Loan Bank of Boston on their website on the first business day of each month. The Bank will subtract the APY of your current CD from the APY of this replacement funding. The Bank will take this figure and multiply it by the principal withdrawn early and by the years and/or the percentage thereof remaining on your current CD's term. The resulting figure will be the Market Rate Penalty.

# HINGHAM INSTITUTION FOR SAVINGS

## CONSUMER ACCOUNT TERMS AND CONDITIONS

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### USA PATRIOT ACT NOTICE

**Important Information about Opening an Account** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies every customer. What this means to you: We will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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### YOUR ACCOUNT AGREEMENT

This full document is your legal contract with us and explains the rules for your account, so please read it carefully and keep it for your records. By opening and continuing to use your account, you agree to all the rules in this document and any future updates we send you. Your account is governed by federal law, the laws of the Commonwealth of Massachusetts, as well as Federal Reserve payment processing system rules. You agree that any and all litigation or legal proceedings arising out of or relating to this Agreement shall be brought exclusively in the state courts of the Commonwealth of Massachusetts located in Plymouth County or in the United States District Court for the District of Massachusetts, and the parties hereby irrevocably consent to the exclusive jurisdiction of such courts and waive any objection to such venue or any claim that such courts represent an inconvenient forum. If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law. You cannot transfer ownership of your account to another person without getting our written permission first.

We will provide your specific interest rates, fees, and balance requirements in separate documents. In this agreement, "we" or "us" means the financial institution, and "you" means you, the account holder. The titles and headings in this agreement are for convenience only and do not change the meaning of any terms. Any special exceptions to these rules must be agreed to by us in writing, and singular words (like "owner") also include the plural ("owners"), and vice versa. We're here to help, so please ask us if you have any questions.

**Fees and Service Charges** - By using this account, you agree to our terms and fees on the provided Service and Fee Schedule. You authorize us to deduct all fees and charges directly from your account, without prior notice. You also agree to pay reasonable charges for any other services you request that aren't covered by this agreement.

**Account Shortages** - All owners on this account are responsible for all overdrafts or account shortages. This means you are responsible even if another person with access to the account caused the shortage. Your liability is immediate, and we can use any funds deposited into the account to cover the negative balance. You are responsible for paying our reasonable legal costs if we need to take action to collect money you owe or to handle a dispute involving your account. This covers, but isn't limited to, disagreements between you and another joint owner, you and an authorized signer or similar party, or a third party asserting a claim to your account. These costs can be deducted directly from your account balance without notice.

**Deposit Rules for Your Account** - When you deposit a check, we give you temporary credit for that amount. This credit is provisional and only becomes final after the check officially clears through the banking system. Until then, we act as your agent to collect the funds. If we are unable to collect the funds on a check you deposit we will reverse this temporary credit and deduct the amount from your account. We reserve the right to charge back any item to your account, even after the funds have been made available to you. This can happen if a check is later returned to us. We may also attempt to re-deposit a returned item on your behalf without notifying you. For deposits you make by mail, in a drop box, or leave with us to be counted later, please be aware that we are not responsible for them until we have physically received and processed them. You must include an itemized deposit slip with these unattended deposits, and our final count will be considered the official amount of your deposit, even if it differs from your slip. If you deposit an item in a foreign currency, the U.S. dollar amount credited to your account will be based on the exchange rate when the funds are finally collected, not on the day of deposit. Lastly, if you deposit a third-party check (a check signed over to you by someone else), we may require the original payee to verify their signature. Any deposit or transaction you make after our "daily cutoff time" or on a day we are closed (like weekends and holidays) will be processed on the next business day.

**Withdrawal Rules for Your Account** - Unless specified otherwise on your account, anyone authorized on the account can withdraw or transfer any portion of, or the entire account balance, at any time, acting alone. All authorized signers on a joint account can endorse checks made out to any other person on the account, as long as the funds are being deposited into that account. This permission is active by default but can be canceled at any time with a written notice.

A postdated check is one written for a future date. Please be aware that we may pay and charge your account for a postdated check before its date. To prevent an early payment, you must give us specific written notice that includes the check number, exact amount, date, and payee's name. Notice must be received by the bank in a time and manner that gives us a reasonable opportunity to act on it. You must use checks from a vendor we approve or have your checks approved by us if you use a different vendor. We may refuse any transaction on unapproved checks. We may enforce established limits on the amount, frequency, or method of your withdrawals. If you violate these limits, we may close your account or switch it to a different account type with different fees and features. We may place limitations on the account until your identity is verified. If we make a one-time exception that doesn't follow any part of this agreement, we are not obligated to do so again.

For your personal safety, we recommend you consider alternatives like a treasurer's check or wire transfer instead of withdrawing large amounts of cash. Once cash is withdrawn, you assume full responsibility for any loss if it is stolen, lost, or destroyed. You agree to hold us harmless for any such loss.

Sometimes, a paper check you write is converted into an electronic payment. When this happens we don't get a chance to review the original check. Because we cannot physically inspect the check to verify signatures, you agree that any multiple-signature requirement on your account does not apply to these electronic check transactions. If we receive a legal copy of a check (a "substitute check") to be paid from your account and it has a technical error introduced in the creation process, you authorize us to pay it anyway.

By law, we must reserve the right to require at least 7 days' written notice before you withdraw from an interest-bearing savings account. While this is not our standard policy, the right exists.

**Overdraft and NSF Fees** - We want to help you understand how your account works to avoid fees. An overdraft happens when you don't have enough money in your account to cover a transaction, but we pay it for you anyway. We charge an overdraft fee for this service. A Non-Sufficient Funds (NSF) transaction occurs when you don't have enough money in your account, and we decline the payment. The item is returned unpaid, and we charge an NSF fee. We do not charge overdraft or NSF fees for one-time debit card or ATM transactions. All other transactions are subject to overdraft and NSF fees as described in this agreement and the accompanying fee schedule.

When evaluating if you have sufficient funds for a transaction, we use your available balance, not your actual balance. It is important to note that these two balances may differ. **Actual Balance:** This is the total amount of money in your account after all transactions have fully processed and "settled." It doesn't include any recent transactions that are still pending. **Available Balance:** This is the money that's actually available for you to spend right now. We calculate this by taking your actual balance and subtracting any pending transactions (like a debit card purchase or hold) or holds on recent deposits.

**Example:** You have an actual balance of \$100. You use your debit card to buy groceries for \$30. That \$30 transaction is now "pending." While your actual balance might still show \$100 until the transaction fully settles, your available balance is immediately reduced to \$70. If you then try to make a purchase for \$80, it will be declined or cause an overdraft because you only have \$70 available.

Essentially, your **available balance** gives you the most accurate, real-time picture of what you can spend without overdrawing your account. Holds from debit card transactions or check deposits will always affect this balance.

**Managing Your Account:** You can access the money in your account in several ways, including using your debit card, writing a check, or setting up an automatic payment (ACH). These payments don't all process at the same speed. A check you write today might not clear for a few days. That's why it's important to keep track of all your transactions—including outstanding checks and scheduled bill payments—so you always know how much money you truly have to spend. Keeping track of your balance is important. You can review your account using online or mobile banking, calling us, reviewing your monthly statement, or visiting us at a local branch.

When you deposit money, especially a check, the funds might not be available for you to use right away. This is to ensure the deposit is valid. For details, please see our Funds Availability Policy Disclosure. It explains the different hold times for various types of deposits. Even after we make funds available to you from a deposit, the item could still be returned unpaid. If that happens, we will reverse the deposit and deduct that amount from your account, which could cause an overdraft.

**How Debit Card "Holds" Affect Your Balance:** Have you ever noticed a pending charge that's higher than what you actually spent? This is a common practice called an authorization hold, and it temporarily reduces your available balance. Here's how it works: When you use your debit card at places where the final total isn't known upfront—like gas stations, hotels, or restaurants—the merchant may place a temporary hold on your account for an estimated amount.

**Example:** A gas station might place a \$100 hold on your account before you start pumping. Even if you only buy \$40 of gas, your available balance will be reduced by the full \$100 until the merchant sends us the final, correct amount.

This adjustment can sometimes take a few business days. During that time, the money being held is **not available** for you to spend. If other transactions post while the hold is active, it could lead to an overdraft or NSF fee, even if you would have had enough money without the hold. You agree to pay any overdraft or NSF fees caused by shortages due to authorization holds.

**How We Process Your Payments:** We pay transactions from your account in order of the highest dollar amount to the lowest. This helps ensure your most important bills (like your mortgage) get paid first. However, if you don't have enough funds to cover everything, this may increase the number of overdraft or returned item fees you incur. When a transaction exceeds your available balance, we decide whether to pay it (creating an overdraft) or return it unpaid. We reserve the right to determine the availability of funds in your account for the purpose of assessing whether to return an item due to insufficient funds or charge an NSF fee. This assessment may occur at any point from the time we receive the item until we either return it or issue a notice in place of a return. We may review your available balance more than once. The decision regarding the available balance will be based on your balance at the time of our final review. For current fee information, please see our fee schedule. We encourage you to manage your account carefully to avoid overdraft or NSF charges.

**Overdrafts:** We may, at our discretion, approve transactions that overdraw your account. However, just because we cover an overdraft for you once doesn't mean we will do it again. You should not rely on us to pay overdrafts. We can change this practice at any time without notice. We will charge you an overdraft fee each time we cover an overdraft. We will use the next deposit you make (including direct deposits like paychecks or government benefits) to cover the negative balance and any fees.

**Non-Sufficient Funds (NSF):** If you don't have enough money in your account to cover a payment (like a check or ACH), we may return it unpaid and charge you a Non-Sufficient Funds (NSF) fee. We **do not** charge NSF fees for declined one-time debit card purchases or ATM withdrawals. The person or company you were trying to pay might try to process the payment again. We will only charge you one NSF fee for that specific item, no matter how many times it's resubmitted during the first 180 days. If the same item is presented for payment again more than 180 days after the first attempt, we treat it as a new item and a new NSF fee may be charged.

**Understanding Your Account Ownership** - The ownership type you choose determines who legally owns and can access the funds in your account. While we offer several options, we cannot advise on which is best for your financial or estate planning needs. Here's a simple breakdown of our account types:

- **Individual Account** - An account owned and controlled by one person.
- **Joint Account with Right of Survivorship** - An account for two or more people. When one owner passes away, the remaining balance automatically belongs to the surviving owner(s). This is the most common type of joint account.
- **Joint Account (No Right of Survivorship)** - An account for two or more people where each person owns a separate share. When an owner passes away, their share of the account goes to their estate, not to the other account owners. Unless you inform us in writing, we will assume

all owners have an equal share in the account.

- **Revocable Trust Account** - An account managed by a person (the "trustee") for the benefit of others (the "beneficiaries"). When the last trustee passes away, the funds are paid to the beneficiaries named in the trust.
- **Totten Trust Account** - This is an informal trust where you act as the "trustee" and own the account. The "beneficiary" you name inherits the funds upon your death.

**Accounts with Named Beneficiaries:** These accounts allow you to keep full control of your money during your lifetime while designating who will inherit the funds upon your death, avoiding probate. For both P.O.D. and Totten Trust accounts, you can withdraw your money and change the beneficiary at any time. The beneficiaries have no rights to the funds while you are living. If there is more than one beneficiary, the funds in the account will be divided equally among them. **Payable on Death (P.O.D.) Account:** You are the owner of the account. You name a "payee" who inherits the funds when you pass away.

**How to Stop a Payment on a Check** - Any owner on the account can request to stop a payment on a check or draft, as long as it has not already been processed by us. For a stop payment to be successful, you must provide the **exact** check number, date, amount, and payee name, as our automated system relies on this precise information to identify the item. A verbal request made in person or by phone will last for 14 calendar days; to keep it active longer, you must confirm it in writing within that time. A written request is effective for six months, and it is your responsibility to renew it in writing before it ends, as we do not send notifications before it expires.

You transfer all rights to us against the payee or any other item holder. You agree to help us with any legal action we pursue against these individuals. You also agree to cover any costs or expenses we incur while processing your request. Our stop-payment cutoff time is one hour after the start of the next banking day following the day we receive the item. Please note that legal limitations may apply to our obligation to stop payment, for instance, if the item was paid in cash or certified. Please remember that a stop payment prevents us from paying the check, but it does not cancel your legal obligation to the payee, who may still seek payment from you. The rules for stopping electronic payments are different; please contact us for those specific details.

**Changes to Your Account and Agreement** - We may change any part of this agreement at any time. This includes adding or removing terms, changing fees, modifying our services, or converting your account to a different type. We also reserve the right to suspend or close your account for any reason. We will provide you with reasonable written notice of any changes. This notice may be delivered by mail, electronically (if you've agreed to it), or as a message on your periodic statement. However, in special circumstances, we may make a change first and notify you afterward. For example, to prevent potential loss from suspected fraud, we might immediately freeze or close your account and then inform you. If you continue to use your account after the date a change takes effect, you are agreeing to the new terms. Please review any notices we send you carefully.

If you decide to close your account, you are responsible for leaving enough money in it to cover any outstanding checks or pending transactions. Once those have cleared, we will return the final balance to you. If we close your account, we will also return the final balance. After an account is closed, any checks or debits presented for payment will be returned unpaid, and any deposits will be returned to the sender. We are not liable for any issues that result from these returned items.

If we choose not to enforce a rule in this agreement on one occasion, it doesn't mean we give up our right to enforce it in the future. Rules for changes to interest rates are provided in your Truth-in-Savings disclosure. If a specific law requires a different type of notice for a change, we will always follow the requirements of that law.

**Fixing Clerical Mistakes** - To ensure your account paperwork is accurate and complete, you authorize us to correct minor clerical errors if we find it necessary. For example, we may need to contact you to get a signature that was accidentally missed. This policy does not apply to transaction errors on your periodic statement, which are covered in the "Statements" section. You can typically begin using a new account immediately. However, this is conditional on you providing any missing documentation or information we've requested. You must provide these items within a reasonable time, or we may restrict or close your account.

**Communications** - The Bank is not responsible for, and is not obligated to act upon, any instruction or notice given verbally to a Bank employee (such as a teller or personal banker), or sent via a non-secure electronic method (such as standard email). You acknowledge that these methods are not secure and are subject to risk of error, misunderstanding, or fraud. The Bank shall not be liable for any loss, damage, or cost resulting from our refusal to act upon such non-official instructions.

If we, in our sole discretion and without any obligation to do so, choose to act upon a verbal instruction or an instruction sent through a non-official channel, you agree to be bound by that instruction as if it were provided through an Official Channel. You further agree to bear the full risk of any misunderstanding, error, or unauthorized activity and agree to hold the Bank harmless from and indemnify the Bank against any and all claims, losses, or liabilities arising from our decision to act on such an instruction.

For a written notice from you to be effective, we must actually receive it with enough time and detail to act on your request. If your notice is about a specific item like a check, be sure to include all identifying details (check number, amount, date, and payee). For your security, we can only act on instructions that you send through our official and designated channels. Do not send important requests (like a stop payment or transfer order) to a general email address, fax number, or leave them in a voicemail. We are not responsible for acting on instructions that are not sent to the correct, designated contact point. Notices we send are considered delivered as soon as they are sent, whether by mail to your address on file or by email. If there are multiple people on your account, a notice sent to one of you serves as notice to everyone.

**Your Statement Review Responsibilities** - It is crucial that you review your account statement promptly as soon as it is sent or made available to you. You are responsible for examining it for any unauthorized signatures, forgeries, altered checks, or other problems like encoding errors or incorrect deposit amounts. You have a maximum of 30 calendar days from the statement date to notify us of any fraud. If you don't report it in time, you may have to share in or fully cover the loss, assuming we exercised ordinary care and, in doing so, did not substantially contribute to the loss. If you fail to report any fraudulent items or other errors within 60 calendar days, you cannot make a claim against us, and the loss will be entirely yours. Contact us immediately if your statement does not arrive on time, as this does not extend your reporting deadlines. For issues with electronic transfers (like debit card or online transactions) or substitute checks, please refer to your separate disclosures on those topics.

**Repaying Federal Benefit Errors** - If the government sends a benefit payment (like Social Security) to your account in error and later requires us to pay it back, you authorize us to withdraw that amount from any of your accounts with us. We can do this at any time without advance notice. If your account doesn't have enough funds, we reserve the right to use other legal means to recover the money.

**Our Right of Setoff** - "Setoff" is our legal right to take funds from your account to pay a past-due debt you owe us, such as a delinquent loan payment. We have the right of setoff, which allows us to use funds directly from your account to cover the amount you owe us if your debt is overdue. This right also extends to using money from your account to cover your portion of any liability for debt owed to us by a partnership you are a part of. If your debt is from a loan (a "promissory note"), the amount you owe is the full amount we demand. This may include the entire remaining loan balance if your agreement allows. We can do this at any time without giving you advance notice. Be aware that if we use funds from your account, any checks you've written or payments you've scheduled may be returned unpaid ("bounced"), and we are not responsible for any fees or issues that result. You agree to hold us harmless if we exercise our right of setoff. This right does not apply in every situation. For example, we cannot use setoff on legally protected accounts, such as IRAs and other tax-deferred accounts, and it generally cannot be used to collect consumer credit card debt.

**Special Instructions on Your Checks** - Because we use automated systems to process a high volume of checks, we don't manually inspect each one for special instructions you may write on them. This includes notes like "void after 90 days," "not valid for more than \$1,000," or even a "for deposit only" endorsement. Therefore, we are not required to follow these instructions and are not responsible for any losses that occur if we don't. The only way we will honor a special instruction is if you have a separate, written agreement with us to do so.

**Using Facsimile Signatures** - Use of a facsimile signature on checks or other items requires our prior written approval. If you fail to obtain approval you accept full liability for unauthorized use. You authorize us to honor any signature that resembles the sample you provided, regardless of how or by whom it was affixed. This authorization applies even if your stamp (or other signature device) is lost, stolen, or used without permission. You agree to notify us immediately if you suspect misuse.

**How We Process Your Checks** - To keep costs down and process payments quickly, we use an automated system that reads the information printed at the bottom of your checks. Because our system is automated, we do not manually inspect every check to verify signatures, endorsements, or other handwritten notes. For this reason, if you write a check to multiple people and require all of them to sign it, you must notify us in writing ahead of time with the check's specific details (date, amount, check number, and payees). Otherwise, we may cash the check with just one of the required endorsements. We are not responsible for forgeries or alterations that are not obvious upon a reasonable inspection. You agree that we have exercised ordinary care if our process is consistent with general banking practice, even though we do not inspect each item.

**Cashing Checks Written By You** - If a person who does not have an account with us wants to cash a check you've written, we may charge them a fee or limit the amount we accept for withdrawal. For security purposes, we will also require them to provide identification we consider reasonable, which could include official documents or a thumbprint.

**Endorsing (Signing) Checks for Deposit** - When you endorse (sign) a check for deposit, you must sign your name in blue or black ink on the back, keeping your entire signature within the top 1.5 inches of the check's left-hand edge. These guidelines are necessary so our automated equipment can process the check without delay and to leave room for required bank stamps. You agree to indemnify, defend, and hold us harmless for any loss, liability, damage, or expense that occurs if your signature or other information you write on the back is outside this area and covers up our own endorsements. For your convenience, we may accept a check for deposit even if you don't sign it, and we reserve the right to supply the missing endorsement for you.

**In Case of Death or Incompetence** - You agree to notify us promptly if an account holder passes away or is legally declared incompetent. Until we are officially notified and have had a reasonable time to update our records, we may continue to honor transactions on the account. After we are aware of a death, we may still pay checks that were written before the date of death for up to 10 days, unless someone with a legal interest in the account (like an heir or executor) instructs us to stop payment.

**Accounts Managed by a Fiduciary** - A fiduciary is someone legally appointed to manage money for another person, such as a trustee, executor, or conservator. When a fiduciary account is opened with us, our role is simply to hold the funds. We are not responsible for the fiduciary's actions and do not monitor their transactions to ensure they are following the terms of a trust or court order. If the fiduciary misuses the account's funds, we are not liable.

**Legal Actions Involving Your Account** - If we receive a legal order related to your account—such as a garnishment, levy, or subpoena—we are required by law to comply. To do so, we may freeze some or all of the funds in your account, which will prevent any withdrawals, payments, or transfers. We are not responsible for any bounced checks or fees that result from this action. You are responsible for any costs we incur while handling the legal order, including administrative and attorney's fees, which we may deduct directly from your account. This process does not affect your personal right to challenge the legal action in court.

**Protecting Your Account** - Keeping your account secure is a shared responsibility. It is your duty to protect all your account information, including account numbers, usernames, passwords, and PINs, as well as physical items like your debit card and blank checks. You should never share this information unless you are willing to give someone full access to your funds, as you are responsible for their transactions until you notify us to revoke their access. It is crucial that you report lost or stolen checks immediately, as you may be held responsible for any losses resulting from your negligence. For our part, we will take steps to verify your identity before allowing access to your account.

We offer optional services, like Positive Pay, to help protect your account from fraud. If we offer you a service and you choose not to use it, you will be responsible for any fraudulent transactions that the service could have prevented. You won't be responsible if we acted in bad faith or if our negligence contributed to the loss. Similarly, if you reject our recommended security and use your own, you are responsible for any payments (even unauthorized ones) that follow your chosen procedures. We highly recommend Positive Pay as it's designed to detect and prevent both check and electronic fraud. These rules do not apply to personal electronic transfers, which are protected by separate regulations.

**Call Recording and How We Contact You** - For quality, training, and security purposes, we may monitor and record our phone conversations with you. To service your account, we may need to contact you using the phone numbers and email addresses you have provided. This contact might be a phone call, text message, or email. We may use automated dialing systems or pre-recorded voice messages. Please be aware that when we contact you,

especially on a mobile device, your carrier's standard message and data rates may apply. You are responsible for keeping your contact information current. You can learn more about the process to update your contact information by contacting us.

**Reporting a Loss or Unauthorized Transaction** - Please note that this process does not apply to claims related to everyday one-time debit card or ATM transactions, which are covered in your Electronic Fund Transfers Disclosure. For other claims of loss, such as a forged or altered check, you agree to cooperate fully with our investigation. This includes providing a sworn statement (an affidavit) with any information we require and notifying law enforcement of any criminal activity. We will have a reasonable time to investigate, and unless we have acted in bad faith, we are not liable for any indirect damages, such as lost profits or your attorney's fees. If someone else (like an insurance company or another party) is responsible for covering a financial loss you've experienced, you agree not to give up your right to be repaid. You must either pursue repayment yourself or, at our request, assign your rights to us so that we may pursue them. The amount we may owe you will be reduced by any funds you are entitled to recover from these other sources.

**Keeping Your Contact Information Current** - It is your responsibility to notify us in writing of any changes to your name, address, or other contact information. Please be aware that writing new information on a check reorder form does not count as an official notice. We will always send communications to the most recent address we have on file for you, and we may charge a fee if we have to locate you because your information is outdated.

**Account Disputes** - If your account becomes the subject of a legal dispute or conflicting claims (for example, between potential heirs or beneficiaries), we may place an administrative hold on it to protect the funds. This hold freezes the account, preventing any withdrawals or payments from being made. The hold will remain until we receive satisfactory proof, such as a court order, that the dispute has been resolved. We are not liable for any checks or payments that are returned unpaid because of this hold.

**Notices for Returned Items** - You agree that we are not required to send you a separate notice if a check or other item is returned unpaid. For example, if you deposit a check and it bounces, we do not have to contact you directly. The transaction will simply be reversed on your account. We will only notify you if a specific law requires it.

**Using Substitute Checks** - If you create a substitute check or any other copy (paper or electronic) of an original check, you guarantee that no one will be forced to pay for the same check twice (whether from the original, the substitute, or another copy) and that any substitute check you create meets all legal standards (including the Check 21 Act). You also agree to keep the original check according to our policy. You are responsible for any costs or losses we suffer because of a substitute check you created. We have the right to refuse any substitute check that hasn't already been guaranteed by another bank. We also don't have to accept any other check copies unless we have a separate written agreement with you.

**Notice on Unlawful Internet Gambling** - To comply with federal law (Regulation GG), you cannot use your account for "restricted transactions," which are payments related to unlawful internet gambling. This means you are prohibited from using your account to send or receive funds—by check, wire, debit/credit card, or any other method—for any online bet or wager that is illegal under federal or state law. We may block or reject any transaction we believe violates this law and reserve the right to close any account we believe is involved in this type of activity.

**Wire Transfers, Electronic Payments (ACH), and other Fund Transfers** - This section explains the specific laws and rules that govern different types of fund transfers. You agree to the following terms: Except as otherwise required by applicable law (including the Electronic Fund Transfer Act and Regulation E), all transfers are governed by Article 4A of the Uniform Commercial Code (UCC4A). We will use the legal definitions from UCC4A, and the laws of the Commonwealth of Massachusetts will apply, regardless of where you reside or where your account is located. You also agree to follow the rules of any payment system you use (like ACH) and all regulations from the Federal Reserve System (such as Regulation J or its operating circulars). If a Federal Reserve rule conflicts with a state's UCC4A, the federal rule applies. These terms control all your fund transfers, unless we have a separate, written agreement with you that modifies them. If any part of this section is ever found to be invalid or unenforceable, all other parts will remain in full force and effect. Items listed in this section explain key terms for your account and fund transfers. These explanations are summaries based on official definitions in UCC4A. For the complete legal details, we recommend reviewing the original UCC4A text.

When sending a wire or other electronic payment, it is critically important to use the correct account and routing numbers. We and other banks rely solely on these numbers to process the transaction, meaning the money could be sent to the wrong person or account if a number is incorrect, even if the name you provided was right. Similarly, when you receive electronic payments like direct deposits, the credit to your account is provisional and not final until the payment officially clears. If a payment sent to you is later returned or reversed for any reason, we will withdraw the amount of the credit from your account. Please be aware that we are not required to send you a separate notice for every incoming electronic payment.

**Funds Transfer Fundamentals:** A Funds Transfer is a transaction initiated by your payment order to pay a beneficiary and is complete once the beneficiary's bank accepts the order. Your payment order can be oral or written, but it can only specify the time of payment, not any other conditions. The funds must be drawn from an Authorized Account, which is either an account you specifically designate or any suitable account you hold with us. We may use the Automated Clearing House (ACH) for credit entries, but ACH payments are considered Provisional Credit until final settlement occurs. You agree that we may, at our discretion, record any oral or telephone orders, and we are not obligated to notify you when a payment order results in a credit to your account.

**Order Acceptance, Execution, and Timing:** While we reserve the right to reject any payment order, we typically accept it if you have sufficient available credit in your Authorized Account. If we reject your order but fail to notify you timely, we have no liability for interest on non-interest-bearing credit held. Upon acceptance, we are authorized to debit your Authorized Account for the order amount plus service charges on the execution date (the date we receive the order, unless specified otherwise). A funds transfer is finalized upon acceptance by the beneficiary's bank. If the transfer fails, your obligation to pay the principal amount is excused, but you remain liable for service expenses, unless the failure was caused by your instruction to use a specific intermediate bank that suspends payments. Any payment order, cancellation, or amendment received after our established Cutoff Time will be treated as received on the next business day. You can cancel or amend an order only if we receive your request and can act on it before we accept the order, and the request must comply with the established Security Procedure.

**Security, Liability, and Errors:** A Security Procedure is used to verify the authenticity of all orders, cancellations, and amendments. For funds transfers not governed by the Electronic Fund Transfer Act and Regulation E (such as non-remittance wire transfers): If we offer a commercially reasonable procedure

that you decline, you agree to be bound by any order accepted in your name, authorized or not, provided we follow the procedure you did select and we agree to provide in writing. You acknowledge that the written agreements between you and the Bank constitute the entirety of our agreement and you may not rely on any verbal or informal agreements with respect to funds transfer, whether explicit or implied. When your order provides both a name and an Identifying Number for a recipient, all banks are entitled to rely solely on the number, with no duty to investigate if the name and number refer to the same party.

In the event an amount is credited to your account but we never receive final payment, you agree to a Refund of Credit for the full amount. If we mistakenly pay you more than a payment order specified (Erroneous Execution), we have the right to recover the excess amount. You are required to use ordinary care to review and report any unauthorized or erroneous payment orders to us promptly. Failure to report promptly could forfeit your right to interest on any refundable amount and you will be liable for any loss we suffer due to your failure. We assume no liability for the acts of intermediaries, events caused by external agencies, acts of God, or nonsalaried agents. Finally, to the extent permitted by law, you waive all claims against us for any special or consequential damages (like lost profits) or attorney fees resulting from a funds transfer or erroneous execution. This section applies to funds transfers (such as ACH and wire transfers) to or from your account. If a transfer is an "Electronic Fund Transfer" as defined by Regulation E, the terms of our Electronic Fund Transfers Agreement and Disclosure will also apply and will control in the event of a conflict.

**International Electronic Payments** - To comply with federal law, we are required to screen all electronic payments coming from or going to another country. This security check may occasionally cause a delay in processing the transaction, which means it could take longer than usual for the funds to be available in your account.

**Setting Up Payments with Other Companies** - You can allow other companies and individuals (third parties) to electronically take payments from or make deposits to your account. These transfers can be a one-time event or can be recurring (like a monthly bill). To set this up, you will need to provide the third party with your account number and bank information, which you can find on your checks or account slips. Only give your bank account information to trusted companies that you have authorized to make these transfers. Common examples of these transfers include:

- Direct Deposits: Automatically receiving your paycheck or government benefits.
- Automatic Bill Payments: Setting up recurring payments for things like utilities, subscriptions, or loan payments.
- Electronic Check Payments: Allowing a store to turn your paper check into a one-time electronic payment.
- Returned Check Fees: Allowing a store to electronically collect a fee if your check bounces.

If you have a recurring payment (like a utility bill) where the amount changes, the company you're paying must notify you 10 days before the payment. The notice will tell you the date and the amount. You can also arrange with the company to only send a notice if the payment differs from the last payment by more than a specific amount or falls outside a dollar range that you have set. Direct deposits are always free. We do not charge for these other electronic transfers, unless a fee is specifically listed elsewhere in this agreement.

**Stopping Electronic Payments** - Unless this agreement specifically states otherwise, you generally cannot stop an electronic payment after you've authorized it. Because these transfers are usually final, you should only pay for things electronically if you are sure you won't need to stop the payment.

**Debit Cards** - We may automatically send you a MasterMoney™ Debit Card when you open certain accounts. You don't need to activate or use this card to keep your account open. If you do use the card, separate terms and conditions will apply. **Using Your Debit Card for Purchases** - You can use your debit card to:

- Buy goods and services (in stores, online, or by phone).
- Get cash back from a merchant (if they allow it).
- Get cash at an Automated Teller Machine (ATM)

**Daily Spending Limits:** You have a daily limit of \$5,000 for purchases made with your debit card. You have a daily withdrawal limit of \$750 when you use your card at an ATM.

**Using Your Debit Card in Other Currencies:** If you make a purchase in a foreign currency, Mastercard will convert the amount to U.S. dollars. They use a wholesale exchange rate, which is typically the rate from the day you made the purchase. In some cases (like processing delays), they may use the rate from the day the transaction is processed.

**Illegal Use Is Not Allowed:** You agree not to use your card for illegal gambling or any other illegal activity. Just because a website or merchant displays a card logo does not mean their service is legal in your location.

**Additional Limits on Liability for MasterMoney™ Debit Card:** You will not be liable for any unauthorized transactions using your MasterMoney™ Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described in the Electronic Fund Transfers Agreement) apply. Mastercard is a registered trademark, and the circle's design is a trademark of Mastercard International Incorporated.

**Automatic Billing Updater:** Your card is enrolled in a free service called Mastercard Automatic Billing Updater. When your card expires or is replaced, this service automatically sends your new card number and expiration date to participating companies where you have recurring payments (like subscriptions or monthly bills). This helps prevent your automatic payments from being declined. Not all companies use this service, so you should still update your payment information with them directly. You can opt out of this service at any time. To do so, must provide your name and the last 4 digits of your card number and contact us via:

- Phone: 781-749-2200
- Email: [cs@hinghamsavings.com](mailto:cs@hinghamsavings.com)
- Website: [www.hinghamsavings.com](http://www.hinghamsavings.com)

You can opt back in at any time using the same methods.

**Your Online & Mobile Banking Services** - You can access your accounts using your user ID and password either online at [www.hinghamsavings.com](http://www.hinghamsavings.com) or through our Mobile Banking app.

What You Can Do (On Both Platforms):

- Move money between your checking and savings accounts.
- Make payments to your loan accounts with us.
- Pay bills or other people ("third parties") from your checking account.
- Check your account balances.
- Review your deposit and withdrawal history.

Platform-Specific Features:

- Online Banking (Website): Transfer money to your own accounts at other banks (using the TransferNow service).
- Mobile Banking (App): Deposit checks using your phone's camera (Mobile Deposit).

You will need internet access to use mobile banking. Please be aware that your cell phone provider may charge you access or data fees based on your individual plan.

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## IMPORTANT NOTICE FOR PERSONS 65 YEARS OF AGE OR OLDER OR 18 YEARS OF AGE OR YOUNGER

Massachusetts law allows a natural person 18 years of age or under or 65 years of age or older to choose one Checking Account and one Savings Account for family or household purposes upon which no service, maintenance or similar charge shall be imposed. However, fees may be assessed in accordance with the Bank's fee schedule for wire transfers, stop payments and returned deposited items as well as a reasonable charge, as determined by the Commissioner of Banks, when payment has been refused because of insufficient funds on any checks or other transactions drawn on such accounts. Eligible persons should contact a Client Service Representative at any one of our branch locations for assistance.

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## AUTOMATED TELLER MACHINE (ATM) SAFETY TIPS

Your safety is important. Please keep these precautions in mind for a secure experience. Your card and Personal Identification Number (PIN) are the keys to your account.

- Treat your PIN like a secret. Memorize it and never write it down on your card or keep it in your wallet. Never share it with anyone.
- Use your body or hand to block others from seeing you enter your PIN.
- Inspect the machine. If an ATM looks like it has been modified, has a suspicious device attached, or just doesn't look right, don't use it.
- Report a lost or stolen card immediately.

Be Aware of Your Surroundings. The most important tool you have is your own awareness.

- Look around before you approach. If you notice anything or anyone suspicious, leave and use a different facility.
- Choose well-lit locations at night. Consider bringing a friend with you after dark.
- Never accept help from strangers. If a problem arises, cancel your transaction and leave.
- At a drive-up facility, keep your doors locked, engine running, and stay alert.
- Secure your cash and card immediately. Put everything away before leaving the ATM.
- Always take your receipt. Don't leave it behind, as it may contain account information.
- Make sure you haven't left your card or any other documents at the machine.

If you notice a problem with one of our facilities, like a broken light or damage, please let us know. If you see any suspicious activity or a crime in progress, report it to both the police and facility owner immediately.

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## CREDIT VERIFICATION AND NOTICE OF NEGATIVE INFORMATION

You authorize us to verify your credit and employment history, which may include obtaining one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the account, reviewing or collecting any account opened for you, or for any other legitimate business purpose.

We report account information to nationwide credit bureaus. You authorize us to report negative information, such as late payments, missed payments, frequent overdrafts, or other defaults, to consumer reporting agencies. This is a one-time, standard notice we provide to customers. Receiving it doesn't mean we have reported or will report negative information about you. However, we can report negative information about you now and in the future without sending another notice.

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## REGULATION CC FUNDS AVAILABILITY DISCLOSURE

**Your Ability To Withdraw Funds** - 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. However, funds from electronic direct deposits will be available on the day we receive the deposit. Funds you transfer in from an external account will be held for five business days. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 P.M. ET on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 P.M. ET on a day we are open or at any time on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Right to Hold** - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail

you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer Delays May Apply** - We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$6,725.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications 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.

**Holds On Other Funds** - If we cash a check or accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the same or another account you have with us. These funds would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Deposits at Automated Teller Machines** - We do not accept deposits (cash or checks) at automated teller machines (ATMs).

**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 to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of cashier's, certified, teller's, traveler'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 \$6,725.00 will be available on the ninth 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 employees, the first \$6,725.00 will not be available until the second business day after the day of your deposit. Funds from deposits of checks drawn on us will be available on the first business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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## ELECTRONIC FUND TRANSFERS AGREEMENT AND DISCLOSURE

This document contains the terms and conditions for electronic fund transfers (EFTs) you may make to or from your consumer account. Please read it carefully.

### A. Consumer Liability

Tell us AT ONCE if you believe your card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

- If you tell us within **two (2) business days** after you learn of the loss or theft of your card, you can lose no more than **\$50** if someone used your card without your permission.
- If you do NOT tell us within **two (2) business days** after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as **\$500**.
- Also, if your statement shows transfers that you did not make, including those made by card or other means, tell us at once. If you do not tell us within **sixty (60) days** after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.
- If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

### Contact Information:

- **Phone:** 781-749-2200 or **Mail:** 55 Main Street, Hingham, Massachusetts 02043

### B. Business Days

Our business days are Monday through Friday. Federal holidays are not included.

### C. Types of Transfers

Online and Mobile Banking Transfers. You may access your account(s) through the browser on your computer/mobile phone or by downloading our mobile banking app and using your user identification and password, to:

- Transfer funds to external like titled accounts; Transfer funds between checking and savings; Make payments from checking or savings to loan accounts with us; Make payments from checking to third parties; Get information about account activity; Make mobile deposits using our downloadable app.

You may use your Card to:

- Withdraw cash from your checking or savings account. (up to \$750 per day); Transfer funds between your checking and savings accounts; Pay for purchases at places that accept the Card (up to \$5,000 per day); Pay bills directly from your checking account; Initiate preauthorized payments from your account. *NOTE: Some of these services may not be available at all terminals or through all access methods.*

### D. Terminal Use Fees

When you use an automated teller machine (ATM) not owned or operated by us, you may be charged a fee by the ATM operator or any network used. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

### E. Confidentiality of Account Information

We will disclose information to third parties about your account or the transfers you make:

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

If we discover that your information was shared without your authorization, we will inform you of the details within 3 days.

#### F. Documentation of Transfers

- **Terminal Transfers:** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.
- **Preauthorized Credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also call us at 781-749-2200 to find out whether or not the deposit has been made.
- **Periodic Statements:** We will send you a monthly statement for your checking and money market accounts. For savings accounts, you will receive a statement every month you have a transfer. If there is no activity, you will receive a statement at least once per quarter.

#### G. Preauthorized Payments

- **Stop Payment Right:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
  - Call or write to us at the telephone number or address provided in this document in time for us to receive your request **three (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 **fourteen (14) days** after you call.
- **Liability for Failure to Stop Payment:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we fail to do so, we will be liable for your losses or damages.

#### H. Our Liability for Failure to Make Transfers

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer; If the transfer would go over the credit limit on your overdraft line; If the automated teller machine where you are making the transfer does not have enough cash; If the 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 or flood) prevent the transfer, despite reasonable precautions that we have taken; There may be other exceptions stated in our agreement with you.

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### ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, **telephone us** at 781-749-2200 or **write us** at 55 Main Street, Hingham, Massachusetts 02043 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 **sixty (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 more information.
3. Tell us the dollar amount of the suspected error.

We will determine whether an 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 **forty-five (45) days** to investigate your complaint or question. If we decide to do this, we will credit your account within **ten (10) business days** for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within **ten (10) business days**, we may not credit your account.

For errors involving new accounts (those open for 30 days or less), point-of-sale transactions, or foreign-initiated transfers, the investigation period may be extended up to **ninety (90) days**, and the provisional credit period may be extended to **twenty (20) business days**. We will tell you the results within three (3) business days after completing our investigation. If we determine 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.

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### TRUTH IN SAVINGS DISCLOSURE - ACCOUNT DETAILS

#### Personal Checking Account

**Rate Information** - This is a non-interest bearing account.

**Minimum Balance Requirements** - No minimum balance requirements.

#### Money Market Accounts (Regular And IRA)

**Rate Information** - The interest rate and annual percentage yield (APY) may change at any time at our discretion. Please review the rate sheet provided for detailed rate and APY information.

**Compounding And Crediting** - Interest will be compounded continuously. Interest will be credited monthly to your account.

**Effect Of Closing An Account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements** - You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed APY.

**Balance Computation** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is the statement cycle.

**Accruals And Noncash Deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** - You are limited to six electronic transfers (including but not limited to, preauthorized, automatic, online, or mobile transfers, or transfers by check, draft, debit card, or similar) from your account each calendar month. If you exceed the transfer limit three times in a 12-month period, we may suspend your ability to make transfers. The transaction limitations do not include IntraFi transfers. Withdrawals and transfers from an IRA Money Market account to another account by preauthorized, automatic, online, or mobile transfers are not permitted and may be limited by distribution options.

### **Savings Account**

**Rate Information** - The interest rate and annual percentage yield (APY) may change at any time at our discretion. Please review the rate sheet provided for detailed rate and APY information.

**Compounding And Crediting** - Interest will be compounded continuously. Interest will be credited monthly to your account.

**Effect Of Closing An Account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum Balance Requirements** - You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed APY.

**Balance Computation** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is the statement cycle.

**Accruals And Noncash Deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** - You are limited to six electronic transfers (including but not limited to, preauthorized, automatic, online, or mobile transfers) from your account each calendar month. Please note that you cannot write checks or use a debit card with this account. If you exceed the transfer limit three times in a 12-month period, we may suspend your ability to make transfers.

### **Certificate Of Deposit**

**Rate Information** - Your interest rate and annual percentage yield (APY) are fixed until your account's first maturity date. You can find your rate on the sheet provided prior to account opening.

**Compounding And Crediting** - Interest will be compounded continuously. Interest will be credited monthly to your account.

**Minimum Balance Requirements** - A \$1,000 minimum deposit is required to open the account. To earn the disclosed interest rate and APY you must keep your balance at \$1,000 or more. If it falls below that amount, your account will be closed and early withdrawal penalties may be imposed.

**Balance Computation** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is the statement cycle.

**Accruals And Noncash Deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** - You may not make any deposits into your account before maturity. You can withdraw the interest you've earned at any time during the term without a penalty, once it has been added to your account. Please note that withdrawing interest will reduce your total earnings (your final APY). Withdrawing your initial deposit (the principal) before the maturity date is generally not permitted. If we do allow it, an early withdrawal penalty will apply.

**Time Requirements** - Your CD will mature as indicated in the "Your Account Information" section on the sheet provided prior to account opening.

**Early Withdrawal Penalties** - A penalty will be applied if you withdraw from your principal before the maturity date. It's important to know that this penalty can be applied even for withdrawals you do not authorize yourself. For example, a penalty will be charged if funds are removed due to a legal order (like a garnishment) or if we use our "right of setoff" to cover a debt you owe us. Additionally, please be aware that making even a partial early withdrawal may require us to close the entire account and apply the early withdrawal penalty to the full balance. The penalty is calculated as follows: For CDs with a term less than 1 year the penalty is three months of interest on the amount you withdraw. For CDs with a term of 1 year or longer, the penalty is the greater of six months of interest on the amount withdrawn or a Market Rate Penalty\*. In certain situations, such as the death of an account owner, the early withdrawal penalty may be waived as required by law. Exceptions may also apply for retirement accounts.

**What Happens At Maturity** - For your convenience, your account will automatically renew on its maturity date. Your new interest rate will be the standard rate we offer for new CDs with the same term on that day. You have a 10-day grace period starting on your maturity date to withdraw your funds without any penalty. To prevent your CD from renewing, you can either withdraw the funds or give us written notice during the 10-day grace period. We reserve the right not to renew your CD. If this happens, we will mail you a notice at least 30 days before maturity. Your account will continue to earn interest for up to 10 days after the maturity date.

\***Market Rate Penalty** is an estimate of the interest cost to the Bank if the Bank were to replace a Certificate of Deposit that is withdrawn early with similar funding through the Federal Home Loan Bank of Boston (FHLB). The Bank will calculate this penalty by selecting a 5 year non-amortizing FHLB classic advance rate. The Bank shall utilize the rates published by the Federal Home Loan Bank of Boston on their website on the first business day of each month. The Bank will subtract the APY of your current CD from the APY of this replacement funding. The Bank will take this figure and multiply it by the principal withdrawn early and by the years and/or the percentage thereof remaining on your current CD's term. The resulting figure will be the Market Rate Penalty.