

Electronic Funds Transfer Disclosure

The terms and conditions of the general disclosure that follows are applicable if you are on direct deposit; arranged regular payments to third parties or preauthorized transfers from one or more of your accounts; if you have or have requested an ATM or ATM/Debit MasterCard ("The Card"); or if you participate in Energy@Home (our Internet banking and bill payment service), The Energy Line (our 24-hour audio response system), or Automatic Clearing House (ACH) to initiate an electronic funds transfer (EFT).

All 24-Hour Banking Cardholders are subject to the terms and provisions of all included agreements that follow the general disclosure.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ELECTRONIC FUNDS TRANSFERS, INCLUDING AUTOMATED TELLER MACHINE (ATM) TRANSACTIONS, ATM/DEBIT MASTERCARD® TRANSACTIONS, DIRECT DEPOSITS OR WITHDRAWALS OF FUNDS, AND TRANSFERS INITIATED BY TELEPHONE OR INTERNET BANKING/BILL PAYMENT.

General Disclosure Statement

EXCEPT WHERE OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT ON ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES AND/OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

The initiation by you of your Electronic Funds Transfer from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

1. Protected Consumer Use of Electronic Funds Transfer (EFT)

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

(a) Prohibition of compulsory use. No person may:

- require you to use a preauthorized Electronic Funds Transfer as a condition for the extension of credit unless the credit is being extended in connection with a SHARE DRAFT CHECKING LINE OF CREDIT plan, or is being extended to maintain a specified balance in your account, or
- require you either to accept a transfer service or to establish an account which is accessed electronically as a condition of employment or receipt of a government benefit, or
- require you to pay electronically for the purchase of goods or services.

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

(b) Waiver of rights. No writing or agreement signed by you can waive the rights conferred to you unless you decide to waive these rights in settlement of a dispute or action.

(c) Discounts. No store or retail business may offer a discount to you for making payment on any purchases of goods or services by electronic payment, rather than by cash, check, or charge.

(d) Refunds. If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by Electronic Funds Transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by Electronic Funds Transfer.

(e) Suspension of obligations. If a person agrees to accept payment by means of an Electronic Funds Transfer and the system malfunctions, preventing such a transfer, then the customer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

(f) Criminal liability. Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability. If we go to court for any reason, we can use a copy, microfilm, or microfiche of any document to prove what you owe or that a transaction has taken place, and the copy, microfilm, or microfiche will have the same validity as the original.

(g) POS truncated checks. Point of Sale truncated checks presented electronically, and the fees for re-presented checks, are EFT transactions subject to the terms and conditions of this EFT disclosure.

2. Errors or Unauthorized Transactions

Please call or write to us promptly if you believe that an unauthorized EFT has been or may be affected, believe your statement receipt is wrong, need more information about a transfer listed on a statement or receipt, have any questions or complaints, or desire to seek resolution of a problem. We must hear from you not later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you believe is incorrect, and clearly explain why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

You may notify us by calling 617.325.1999. You can also write to us at: 156 Spring Street, West Roxbury, MA 02132

If you notify us orally, we have the right to require you to send us your complaint or question in writing within ten (10) business days following the date you notified us orally. We will report to you the results of our investigation within ten (10) calendar days following the date you notified us. We will correct any error promptly. If we need more time, however, we

CONTINUED ON THE NEXT PAGE.



Electronic Funds Transfer Disclosure CONTINUED FROM THE PREVIOUS PAGE.

may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us in writing, however, we will provisionally recredit your account for the amount you believe is in error after ten (10) calendar days so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days following your oral notification, we may not provisionally recredit your account. If we determine there was an error on our part we shall correct the error within one business day after the determination. If we decide that there was no error, we will send you a written explanation within three (3) days after we finish our investigation. You may ask for copies of the documents that we used in our investigation, and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request.

If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment) our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further. If you comply with the conditions set forth above, cases in which you believe that a transfer from your account was initiated by a third party which was authorized to initiate any transfers from your account we will request a copy of the third party's authorization. If we do not request it within ten (10) calendar days, we will provisionally recredit your account for the transfer you believe is unauthorized, so that you will have use of your money until we determine whether you had authorized the transfer.

3. Liability for Unauthorized Transactions.

If a Card Transaction is entered without your knowledge through the wholly owned and operated MasterCard® Network, you, the Card owner, will have no liability for the unauthorized use of your Card. You will still need to notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use of the Card as soon as discovery of the loss, theft or misuse of your Card is discovered. If a Card Transaction is entered without your knowledge through a network that is not wholly owned and operated by MasterCard®, such as CIRRUS®, NYCE® or SUMSM, Federal Regulation Z guidelines state you may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify the Credit Union, orally or in writing, of the loss, theft, or possible unauthorized use within two (2) business days of discovery. In any case, your liability will not exceed \$50.00 if we are notified within two (2) business days. That limit may be increased if the Credit Union can prove that the member has been grossly negligent. If you do NOT tell the Credit Union within two (2) business days after you learn of the loss or theft of your Card, and the Credit Union can prove it could have stopped someone from using your Card without your permission if you had told the Credit Union, the amount of that loss could increase.

4. How to Notify the Credit Union in the Event of an Unauthorized Transaction.

If you believe your Card, PIN or account number has been lost or stolen or that someone has transferred or may transfer money from your Account

without your permission call us FIRST at (617) 325-1999. You can also write to us at: 156 Spring Street, West Roxbury, MA 02132. After hours, call 1 (800) 264-5578

5. 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 in the following situations:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer will cause you to exceed the credit limit on any line of credit authorized through use of the card.
- If the MasterCard®, Cirrus®, NYCE® or SUMSM designated retail point-of-sale terminal was not working properly and you knew about the breakdown when you started the transfer.
- If the MasterCard®, Cirrus®, NYCE® or SUMSM designated retail point-of-sale terminal where you are making the transfer does not have enough cash.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting such transfer.
- If you and/or your service bureau set up an EFT transfer incorrectly.
- If the Credit Union believes that something is wrong, for example, that your Card has been stolen.
- For preauthorized transfers, if through no fault of the Credit Union, the payment information for a preauthorized transfer is not received.

6. Preauthorized Transfers.

(a) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting us at 156 Spring Street, West Roxbury, MA 02132 or 617.325.1999, 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. Once we have processed your stop payment request, we will stop all payments, in the amount indicated by you, to the third party named in your request, unless you instruct us in writing to resume making payments.

(b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. However, the payee may give you the option to choose to get this notice only when the payment would differ by more than a stated amount from the previous payment, or when the amount would fall outside certain limits that you have set.

(c) Liability for failure to stop payment of preauthorized transfer.

CONTINUED ON THE NEXT PAGE.



Electronic Funds Transfer Disclosure CONTINUED FROM THE PREVIOUS PAGE.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

7. Your Right to Receive Documentation of Transfers

(a) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account when you use MasterCard®, Cirrus®, NYCE® or SUMSM designated retail point-of-sale terminals.

(b) Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, and you DO NOT receive verification each time a deposit is made from that party, you may call us at the appropriate telephone number during the business hours indicated within this agreement to find out whether a deposit has been made. You may call us to verify a preauthorized credit as described above.

(c) Periodic statements. You will be sent Monthly Statements.

8. Charges for Transactions With ATM/Debit MasterCard®

- Annual Fee: None
- Transaction Fees: None
- Card Replacement: \$10.00 per occurrence

Some foreign ATM Networks charge a surcharge for access to their machines. The amount of any such charges will be deducted automatically from your selected Account(s).

9. Evidence

Any documentation provided to you which indicates that an Electronic Funds Transfer was made shall be admissible as evidence of such transfer and shall constitute prima-facie (self-evident) proof that such transfer was made.

10. Disclosure of Account Information to Third Parties

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

- for certain routine disclosures necessary for the completion of a transfer
- for verification of the condition and existence of our account for credit bureau or merchant; or
- to persons authorized by law in the course of official duties; or
- to our auditors, service providers, affiliates, attorneys, or
- collection agents in the course of their duties; or
- pursuant to a court order or lawful subpoena; or
- to consumer reporting agency as defined in Mass General Laws; or
- by your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization.

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

11. Business Days/Hours

Main Office: Monday through Friday 7:00 a.m. to 4:00 p.m., Saturday: 9:00 a.m. to Noon

We are closed on all major holidays, including New Year's Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas.

12. Terminating this Agreement

If you wish to terminate this Agreement, notify us in writing at 156 Spring Street, West Roxbury, MA 02132.

We may also terminate this Agreement at any time.

13. Amendments

We have the right to change this Agreement from time to time. We will notify you at least twenty-one (21) days before a change will take effect if it will cause you greater costs or liability, or if it will limit your ability to engage in electronic transfers. We do not have to notify you in advance, however, if the change is necessary for security reasons.

14. Rules, Regulations and Other Agreements

Your accounts may also be governed by other agreements between you and this Credit Union. If any terms of other agreements are in conflict with the terms of this Agreement, the terms in this Agreement shall be followed.

15. Notices

All notices from us will be effective when we have mailed them or delivered them to the last known address that we have for you in our records. In the case of a joint account, notice to or from one account holder will be effective for all the account holders.

16. Collection Expenses

You agree to pay all reasonable expenses including attorney fees incurred by us in order to collect what you owe, or to enforce the terms and conditions of this agreement.

17. Laws Applicable to the Agreement

The laws of the state of Massachusetts and any applicable Federal laws will apply to this Agreement. If any terms or the Agreement cannot legally be enforced, the Agreement is considered changed to the extent necessary to comply with the laws.

