

13. The use of the Card to purchase goods or services at merchant locations or to withdraw cash will constitute a simultaneous withdrawal from and/or demand upon your account, even though the transaction may not actually be posted to your account until a later date. Electronic transactions will be posted to your account in the order they are received.

14. Anyone honoring the Card may be required to obtain approval or authorization for any transaction over a certain dollar amount. The authorization will create a hold on your account for the authorized amount.

15. **A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be presented against Insufficient Funds(NSF). You will be charged an Insufficient Funds Charge, Uncollected Funds Charge, or an Insufficient/Uncollected Charge according to our Fee Schedule. You will be charged the fee even if you would have had sufficient funds in your account, if the amount of the hold had been equal to the amount of your purchase.**

The Bank uses “available balance” to determine insufficient or uncollected funds fees (See Fee Schedule). The “available balance” is the current balance (current balance is the balance of the account at any point in time reflecting all transactions that have posted to the account) plus funds from Courtesy Overdraft, line of credit or linked accounts, less any holds on the account. Reasons there may be a hold on an account include, but are not limited to; funds availability, temporary debit card authorizations, management holds, and pending items. If the current balance is sufficient, but the available balance is insufficient when an item is posted to the account, an Uncollected Funds Charge or Insufficient/ Uncollected Charge may be assessed according to our Fee Schedule. If the current balance is insufficient when an item is posted to the account, an Insufficient Funds Charge or Insufficient/Uncollected Charge may be assessed according to our Fee Schedule.

Here is an example of how this can occur – assume for this example the following: (1) you have opted-in to our overdraft services for the payment of an item(s) resulting in an overdraft on ATM and everyday debit card transactions, (2) we pay the item(s) resulting in an overdraft, and (3) our Insufficient Funds Charge, Uncollected Funds Charge, and Insufficient/Uncollected Charge is \$30 per item resulting in an overdraft.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station’s processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station’s processing system authorizes you to begin pumping gas. You fill your tank and the

amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft. Because the transaction overdraws your account by \$20, your account will be assessed the Insufficient Funds Charge, Uncollected Funds Charge, or Insufficient/Uncollected Charge of \$30 according to our Fee Schedule. You will be charged this \$30 fee even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

16. You may use your Card only in the manner and for the purposes we authorize. We may recognize a transaction even if we have not authorized it, but that does not mean we will authorize the same type of transaction again.

17. You may terminate the Electronic Fund Transfer Agreement by notifying us in writing. We reserve the right to terminate the Electronic Fund Transfer Agreement at any time.

18. If a negative (overdraft) balance in your account results from the use of the Card or from any other Transfer, you will pay us on demand this negative balance, and you will pay us our then current charge for overdrafts.

19. We have the right to change the terms of this agreement from time to time. We will notify you at least 30 days before the change will take effect if the change will cause you greater costs or liability or if it will limit the types or frequency of transactions you can make using the Card and PIN. We do not have to notify you in advance, if an immediate change is necessary for security reasons.

20. The Terms and Conditions are subject to The Deposit Account Agreement and are governed by Massachusetts law, except to the extent that any federal law controls. If there is any conflict between any term of this agreement and Massachusetts or controlling federal law or regulations, that term shall be deemed to be modified to make it comply.

21. Any notice which we mail to you shall be effective when placed in the United States mail, postage prepaid and addressed to you at your last address as indicated on our records.

22. By accepting, signing or using a Card, or otherwise engaging in a Transfer, you agree as a condition to using the Card and the privilege it affords, and in consideration of the Bank allowing Transfers, that in the event we determine that legal action is necessary to enforce these Terms and Conditions, all such legal action may be maintained in the courts of the State of Massachusetts and you consent to waive any objection to venue in any of those courts for the purpose of determining the proper venue of any action.

23. If we initiate any legal action to collect money owed to us under these Terms and Conditions, including counterclaims, you agree to pay all of our costs for such action, including the reasonable fees of an attorney.

24. We expressly disclaim all warranties that the NYCE® system, or the PLUS® System network, or their components, including, but not limited to, card and terminals, shall function properly or be available for use.

25. This agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the NYCE system, or the PLUS System network or any other authorized network or a customer’s account; however, we will notify you in writing twenty one (21) days prior to the effective date of any change in any term or condition of the Agreement or your account, if such change would result in greater cost or liability for you or decreased access to your account.

26. Each owner of a joint account will be obligated for the full amount of any withdrawal against the account regardless of which owner electronically accesses the account.

27. Mastercard Automatic Billing Updater Notice of Right to Opt Out. Your Debit Card will be automatically enrolled in the free Mastercard® Automatic Billing Updater (ABU) service. ABU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 978-365-3700 or 888-744-4CSB or complete and sign an Opt-Out Form at your local branch. You must include your account name, card number, and signature. If you opt out, you cannot opt back in at a later time.

WARNING: Wrongfully obtaining funds by use of a Card or other Access Device constitutes a federal criminal offense punishable by fine or imprisonment or both.

WARNING: As part of the security system for the protection of your Card and PIN, we may use hidden cameras and other security devices to determine who is using a Card at an automated teller machine.



An experience you can bank on.

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888-744-4CSB • 978-365-3700

Consumer Disclosure Statement and Cardholder Agreement

Consumer Terms and Conditions
For Automated Teller Machine (ATM) Banking,
Debit Card Banking

Please read this disclosure carefully as it contains important information about your rights and obligations for these transactions. Please keep this notice for future reference.

Clinton Savings Bank
200 Church Street, P.O. Box 770, Clinton, MA 01510-0770
MEMBER FDIC/DIF EQUAL HOUSING LENDER

4172-SHR-005 Rev 6/21

1. Agreement. By signing, using or authorizing use of a Card, or otherwise initiating a transfer, you agree to be bound by these Terms and Conditions.

2. Consumer Liability for Unauthorized Transactions. Tell us AT ONCE, if you believe your Card, your Personal Identification Number (PIN) or both have been lost, stolen or used without your permission. Telephoning is the best way of minimizing your possible losses.

- MasterCard \$0 Liability Limitation for unauthorized transfers applies to PIN-based ATM and POS transfers.
- To be covered by the zero liability limitation, you must promptly report the loss or theft after becoming aware of it.
- If the conditions for zero liability are not met the Reg. E limitations will apply. Under Reg. E you could have up to \$500 liability if the loss is not reported within 2 days of discovery, or unlimited liability if the unauthorized transaction is not reported within 60 days of when the unauthorized transaction was reported on a periodic statement.

IMPORTANT: If you believe your Card is lost or stolen, please call us *immediately* at 978-365-3700 or 888-744-4CSB. If you need to report your card as lost or stolen **during non-business hours**, please call 800-264-5578 immediately **and** call Clinton Savings Bank on the next business day.

3. Address and Telephone Number. If you believe your Card has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission call 978-365-3700 or 888-744-4CSB between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, or write Clinton Savings Bank, Operations Department, 200 Church Street, Clinton, MA 01510.

4. Business Day/Business Hours. Our business days are Monday through Friday, excluding Federal Holidays. Business hours: Monday through Friday 9:00 a.m. to 4:00 p.m.

5. Types of Transfers and Limits on Transfers.

We are able to handle the following types of Electronic Funds Transfers. Some may not apply to your accounts or be available at all terminals.

Account Access.

- You may use your card and/or access code at authorized facilities to:
- deposit funds to your checking, statement savings, or money market statement account;
- withdraw cash from your Checking, Statement Savings, Money Market Statement account;
- transfer funds between Checking, Statement Savings and Money Market Statement accounts, subject to any restrictions on account linkage which we may impose;
- inquire into the balances of your Checking, Statement Savings, or Money Market Statement account;
- pay for purchases at places that have agreed to honor the Card and to accept payments from your checking account;
- if your card is a Debit Card, you can use your Card and signature to pay for purchases wherever MasterCard® is accepted. You can also use your Card and PIN at merchants who have agreed to accept the Card. These purchases will be deducted directly from the primary checking account on your ATM Card.
- If your card is an ATM Card that accesses a checking account, you can use your Card and PIN at merchants who have agreed to accept the Card. These purchases will be deducted directly from your primary checking account on your ATM Card.

Your rights relating to refunds and returned merchandise are the same as when you pay with cash or check. You must resolve issues of this type directly with the merchant. It is the merchant's own policy that governs these transactions.

- If your Card is a Debit Card you may receive cash advances at selected financial institutions up to a daily limit of \$300.00 or your preauthorized withdrawal limit.

(a) Limitations on Frequency of Transfers.

- You may make only 6 preauthorized withdrawals or automatic transfers (including telephone or savings overdraft protection) during each monthly statement period from your Statement Savings Account or Money Market Account.
- We do not limit the frequency of withdrawals or transfers from those accounts which are done in person at an ATM. In person withdrawals or transfers done with teller withdrawal/transfer slips are also unlimited.
- If any transaction exceeds any of these limits the Bank reserves the right to close or convert your account to a NOW Account.

(b) Transaction Limitations. There is a maximum of twelve (12) transactions per card per calendar day.

(c) Limitations on dollar amounts of Transfers. Daily withdrawals from your account at our ATM machines, other authorized facilities, and merchants who have agreed to accept the Card shall not exceed the lesser of the daily withdrawal limits specified below or the available balance in your account(s). You may request a different ATM and/or Point of Sale (POS) daily withdrawal limit. Daily withdrawals from all of your accounts through ATM machines shall not exceed the lesser of \$300.00, or your account balance.* Daily cash advances from selected financial institutions shall not exceed \$300.00.* Daily purchases at POS which are activated by your PIN shall not exceed the lesser of the \$300.00 POS withdrawal limit, or your account balance.* For customers qualifying for a Master Money & ATM Card, the daily limit for retail purchases will be the lesser of your available account balance or your maximum daily limit for Debit Card purchases.* Check with any Customer Service Representative if you are uncertain of your limits. A Debit Card purchase is defined as a purchase at a MasterCard merchant where you sign (as opposed to entering your PIN) for the transaction.

Clinton Savings Bank reserves the right to reduce your daily limits. Customers holding certain types of deposit accounts may request an increase in withdrawal limits subject to our approval. You have the option of limiting your maximum withdrawal to as little as \$50 per day.

(d) Overdraft Coverage. ATM and one-time debit purchases will not be covered by using courtesy overdraft protection unless you notify us, or Opt-In for this service. All other account and overdraft features will remain the same. Contact a Bank Representative at 888-744-4CSB to Opt-In.

All services may not be available at all automated teller machines and other authorized facilities, and withdrawal limitations at certain automated teller machines and certain other authorized facilities may differ.

* These are standard withdrawal and purchase limits. Your individual withdrawal and purchase limits, if other than the standard limits, will be provided when you apply for your Card.

6. Right to Receive Documentation. Each time you use an ATM or POS terminal for a transaction or make a purchase at a MasterCard merchant, you may get a receipt. A receipt may not be generated for a transaction of \$15.00 or less.

7. Stop Payment Procedures.

- Please note, you cannot place a stop payment on transactions made via your ATM and/or Debit Card.

8. Liability for Failure to Make Transfers. If we do not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, your account has insufficient available funds to make the Transfer.
- If the funds in your account are subject to legal process, such as garnishment, or other lien.
- The transfer would go over the line of credit on your Money Line account.
- If the system was not working properly and you knew about the break when you started the Transfer.
- If the ATM or POS terminal where you are making the Transfer does not have enough cash.
- If circumstances beyond our control (such as flood or fire) prevent the Transfer, despite the reasonable precautions we have taken.
- There may be other exceptions stated in our agreement with you.

9. CONSUMER ERROR RESOLUTION NOTICE. In case of errors or questions about your electronic transfers, telephone or write us at the telephone number or address listed in this brochure as soon as you can. We must hear from you no later than 60 days after we sent you 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.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

10. Charges for Electronic Funds Transfers.

All transactions done at Clinton Savings Bank ATM machines will be done at NO CHARGE. Transactions at terminals not owned by Clinton Savings Bank will be assessed a fee which will be set forth in the current Fee Schedule. Additional fees may be charged by the owner of the non-Clinton Savings Bank ATM.

There may also be a fee imposed on Point-of-Sale transactions which will be set forth in the current Fee Schedule.

Except as indicated above, we do not charge for electronic funds transfers. We may, in the future, impose other charges in connection with transactions you initiate with the card. Any charges imposed will be disclosed from time to time by written notice to you.

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

(a) Prohibition of Compulsory Use. No person may:

- require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
- require you to either accept an electronic fund transfer service or to establish an account which is accessed electronically as a condition of employment or receipt of governmental benefit, or
- require you to pay electronically for the purchase of goods or services.

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

(b) Waiver of Rights. No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.

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

(d) Suspension of Obligations. If a person agrees to accept payment by means of an electronic fund transfer and a malfunction of the system prevents such a transfer, your obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

(e) Prohibited Means of Identification. Your Social Security number cannot be used as the primary identification number, although it can be used as secondary aid to identify you.

(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.

SPECIAL TERMS AND CONDITIONS FOR CARDS

12. The Card is your personal Access Device to the account(s) you select. You will use the Card in accordance with the operating information you receive with your Card and will be responsible for authorized use of the Card. The Card is intended for your personal use only. Your use or use by anyone with actual authority or for your benefit constitutes an authorized use. You may create or change your Personal Identification Number (PIN) at any time by calling 800-992-3808.

The use of the PIN together with your Card is intended to prevent your Card from being improperly used. In order to protect this security, do not write your PIN on your Card or Card envelope or keep your PIN close to your Card. Do not select the first four or the last four digits of your social security number as your PIN.