

ELECTRONIC FUNDS TRANSFER DISCLOSURE

If you have authorized any of the transactions or products listed below, you have subscribed to electronic banking services. Your use of the electronic banking services to which you have subscribed will be subject to the terms and conditions of this agreement.

Electronic banking services include preauthorized debits, direct deposits, wire transfers, telephone transfers, online banking and bill payment, ATM and debit cards, and mobile banking.

Laws have been enacted by Congress and the Massachusetts Legislature which define the rights and responsibilities of the Bank in providing electronic funds transfer services and your rights and responsibilities as a consumer utilizing these services. In order for you to understand your rights under the Federal Electronic Fund Transfer Act and Chapter 167B of the Massachusetts General Laws, we are providing you with the following disclosures.

Business Days. For purposes of these disclosures, our business days are Monday through Friday, excluding Saturday, Sunday and federal holidays.

Disclosure of Consumer's Liability for Unauthorized Transfers

IF YOU BELIEVE YOUR ATM CARD OR DEBIT CARD OR PERSONAL IDENTIFICATION CODE HAS BEEN LOST OR STOLEN OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM YOUR ACCOUNT WITHOUT YOUR PERMISSION, CALL (781) 383-0541 BETWEEN THE HOURS OF 8:30 A.M. AND 4:00 PM. MONDAY THROUGH FRIDAY 8:30 A.M. TO 6:00 P.M. ON THURSDAY AND 8:30 A.M. TO 12:00 NOON ON SATURDAY OR FAX US AT (781) 383-6808 OR WRITE US AT 40 SOUTH MAIN STREET, COHASSET MA 02025. AFTER BANKING HOURS PLEASE CALL THE TOLL FREE NUMBER 1-800-528-2273, TO REPORT LOST OR STOLEN ATM AND DEBIT CARDS.

You can lose no more than \$50 if you give us notice of a lost or stolen card or a disclosed code and someone uses your card or code without your permission.

Additional Risk Associated with Use of Business Purpose Cards

You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your card. This means your liability for the unauthorized use of your card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthozed Transfers

You are liable for card transactions you did not authorize if we can prove that we processed the transaction in good faith and in complaisance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your card and/or code has been lost or stolen. 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 your card and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your card and/or code will continue until two business days after the day we receive such written notice. If you do not notify us within one year from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Additional Limits on Liability

You will not be liable for any unauthorized transactions using your card when used for point-of-sale transactions, if: (i) you can demonstrate that

you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use within the prior twelve month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

Contact in Event of Unauthorized Transfer

If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the number or address listed on the front cover of this agreement.

Consequential Damages

We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your card.

Use of Your ATM Card or Electronic Banking PIN

By using your card or personal identification number (PIN), you agree that:

- Ownership of Card/PIN Security**
Your ATM/debit card is not transferable and remains the property of the Bank. You agree to return the card to us immediately upon our request.
Your PIN should be memorized. You should not write it on your card or disclose it to other persons. If you believe your PIN is no longer a secret, you agree to bring your card to the Bank or go to one of our ATMs and change the PIN immediately.
- Minimum Balance**
A minimum account balance of \$10 is required in order to qualify for ATM or POS privileges.
- Misuse of Card**
If your ATM or debit card privileges have been suspended, we may impose additional restrictions before returning your card to you or we may cancel your card privileges.

Types of Available Transfers and Limits on Transfers ATM and Debit Card Transactions

When you request an ATM card or debit card, you designate the account to which you want access by electronic means. You may designate your money market, statement savings, or checking account(s). If any designated account is a joint account, we may require that all joint account holders sign the ATM/Debit card application.

The following transactions are available to your designated account(s) using your debit card or ATM card and PIN:

- Cash Withdrawals**
At Pilgrim Bank's ATM and locations displaying the NYCE, Cirrus and MasterCard logos, you may make withdrawals up to your allowable limit. You have the right to limit the daily amount to \$50 per day. Contact us if you would like to do so.
- Deposits**
At Pilgrim Bank's ATM, you may make deposits to your account(s). Deposits made after the established settlement time will not be posted until the following business day.
- Transfers**
You may transfer funds between your designated accounts (accounts requested on your application).
- Balance Inquiries**
You may make balance inquiries on your designated account(s). This balance may not reflect the most recent transactions involving your account.

- Point of Sale (POS) Purchases**

At certain POS terminals you may withdraw funds from your designated account(s) to pay for the retail purchase of goods and services, subject to your daily withdrawal limit and normal charges pertaining to your account. POS transactions are not permitted from money market accounts or statement savings accounts.

- Debit Card Purchases**

In addition to the transactions listed above, if you have a debit card you may make purchases up to your available limit with that card anywhere MasterCard is accepted. Debit card purchases are limited to checking accounts and are subject to a daily aggregate ATM/ debit dollar limit which will be disclosed to you upon receipt of your card.

Some cardholder services may not be available at all terminals at all times.

NOTICE REGARDING ATM FEES BY OTHERS

If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

Telephone Banking Telephone Transfers – Types of Transfers. You may access your account by telephone 24 hours a day at (866) 315-2955 using your personal identification number, touch tone phone, and your account numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to statement savings
- transfer funds from statement savings to checking
- transfer funds from statement savings to statement savings
- make payments from checking to loan accounts with us
- make payments from statement savings to loan accounts with us
- get information about:
 - account balances
 - last five deposits or withdrawals
 - checks cleared
 - loan information

Please also see **Limitations on Frequency of Transfers** section regarding limitations that apply to telephone transfers.

Limitations on Frequency of Transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month.
- Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month.

Termination

- You may terminate the electronic fund transfer agreement by written notice to us.
- We may terminate the electronic fund transfer agreement by written notice to you.

Other Electronic Activity

You may make arrangements for the **Direct Electronic Transfer** of funds to or from your designated account(s) as follows:

- You may authorize a third party, such as a government agency or your employer, to periodically make deposits to your account.
- You may authorize a third party to periodically transfer funds from your designated checking account.

You may apply to access your designated account(s) using Internet (Online) Banking, Mobile Banking, or Telephone Banking. You may apply to make

your Pilgrim loan payments automatically. Checks that you write may be electronically presented for withdrawal.

Disclosures 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, organization or agency except:

- For verification of funds for a merchant; or
- To persons authorized by law in the course of their official duties; or
- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- Pursuant to a court order or lawful subpoena; or
- To a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred. We will also notify federal and/or state agencies, as required by law, of incidents of unauthorized disclosure of account information to third parties, and take appropriate action to prevent the use of that information to gain access to your funds.

Right to Receive Documentation

- 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. Some ATMs or point of sale terminals may not provide receipts for transactions of \$15.00 or less.

- 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, either the person or company making the deposit will tell you every time they send us the money or you can call us at (781) 383-0541 to find out whether or not the deposit has been made.

- Notice of Varying Amount**

If these regular payments from your account will vary in amount, the person or company you are going to pay will tell you, 10 days before each payment, where it will be made and how much it will be.

- Periodic Statements**

You will receive a monthly account statement unless there are no transfers in a particular month. In any case, you will receive a statement quarterly.

Documentation as 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 proof that such transfer was made.

Your Ability to Stop Payment:

Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers, therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

Protected Consumer Use of Electronic Fund Transfer Services:

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.

Prohibition of Compulsory Use.

 No person may –

- require you to use a preauthorized electronic fund transfer as a condition for the extension of credit unless the credit is being extended in connection with a Checking Account or NOW Account to maintain a specified minimum balance in your account.
- require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of government benefit.
- 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 a transfer.

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.

Discounts Prohibited. A retail business or store which contains an electronic branch may not offer a discount to you to encourage purchases by electronic fund transfer rather than by cash, check or charge.

Refunds. If it is policy of a retail business or store 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 transfers.

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

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.

Interest Rates. See our schedule of current rates for the rate of Interest which is paid on your account. This schedule is available by calling the number listed on the front cover of this agreement.

Minimum Balance, Service Charges. Information with respect to these items is set forth in the Schedule of Fees.

Amendments. We may amend the terms and conditions of this agreement at any time. We will give you written notice at least 30 days before the amendment which will result in greater costs or liability to you or stricter limitations on the transfer you make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

Right to Stop Payment and Procedure for Doing So, and Financial Institution's Liability for Failure to Stop a Payment

a. Right to Stop Payment and Procedure for Doing So

If you have told us in advance to make regular payments from your account, you can stop any of these payments as follows:

Call us at (781) 383-0541 or fax us at (781) 383-6808 or write us at 40 South Main Street, Cohasset, MA 02025 in time for us to receive your request at least 3 business days before the payment is scheduled to be made. If you call, we will also require you put your request in writing and get it to us within 14 days after you call.

b. Liability for Failure to Stop Payment of a Preauthorized Transfer

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

Financial Institution's Liability for Failure to Make Electronic Funds 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 and if you have properly instructed us to do so, we will be liable for your losses or damages. However, there may be some exceptions. We will not be liable, for instance:

- If, through no fault of ours, your account does not contain sufficient available funds to make the transfer.
- If the system was not working properly and you knew about the breakdown when you started the transfer.
- If the funds in your account are subject to legal process or other encumbrance restricting transfers.
- 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 agreements with you or imposed by applicable law. The foregoing is a summary of our liability as provided by federal and state law if we fail to complete transfers. It

is provided for your information and is not intended to affect our rights under those laws.

DISCLOSURE REGARDING ELECTRONIC WHOLESALE CREDIT

Transactions Subject to Uniform Commercial Code 4A

Provisional Payment Disclosure: Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you in connection with such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt of Entry: Under the Operating Rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law: We may accept on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Minnesota as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

For questions, call or write:

Phone 781-383-0541 / Fax 781-383-6808

Pilgrim Bank
40 South Main Street
Cohasset, MA 02025

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (781) 383-0541 or fax us at (781) 383-6808 or write us at 40 South Main Street, Cohasset, MA 02025, as soon as you can if you think your statement or receipt or a separate statement we have sent you listing those deposits is wrong, or if you need more information about a transfer listed on the statement or receipt, or about preauthorized transactions. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about as clearly as you can and why you believe it is an error or why you need more information.
- 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Termination of Electronic Services

The Bank may terminate any of its electronic banking services, or revoke your ATM or Debit card at any time, by sending written notice to you. If you wish to terminate an electronic funds banking service, call us at (781) 383-0541 or fax us at (781) 383-6808 or write us at 40 South Main Street, Cohasset, MA 02025. If you no longer wish to use your ATM or Debit card, cut the card(s) in half and forward it to us at the above address. We are unable to terminate any agreement which you may have initiated with another financial institution or company. Please contact that organization directly.

Fees for Electronic Transactions

Please refer to the Pilgrim Bank "Schedule of Fees" for any fees which may apply to electronic transactions or activity.

Wire Transfers: Error Resolution and Cancellation

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer (wire):

- Call us at 781-383-0541 or
- Write us at Pilgrim Bank, 40 South Main Street, Cohasset, MA 02025 or
- Email us at Operations@BankPilgrim.com

You must contact us within 180 days of the date we promised to you the funds would be made available to the recipient. When you do, please tell us:

- Your name and address (or telephone number)
- The error or problem with the transfer and why you believe there is an error or problem
- The name of the person receiving the funds and if you know it, his or her telephone number or address AND
- The dollar amount of the transfer AND
- The confirmation code or number of the transaction

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must inform us by calling the telephone number or email address above within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

Pilgrim Bank – Electronic Funds Transfer Disclosure Addendum Mobile Banking Requirements and Limitations

Mobile Banking access is inclusive of the terms and conditions of the Electronic Funds Transfer Disclosure including, but not limited to, transaction limits, transaction processing and system availability.

Mobile Banking Requirements and Limitations

- Your mobile device must be on the list of supported devices.
- All Bill Payment payees must be established within Online Banking before payments can be made to the payee via Mobile Banking.
- You will not be able to access all functions/services that are accessible via Online Banking. Examples include, but are not limited to, electronic statement, third party account transfer, and account aggregation services.
- Deposits to your account(s) made after the established settlement time will not be posted until the following business day.
- You may transfer funds between your designated account(s) at Pilgrim Bank. External transfers must be processed as Bill Payments.
- You may make balance inquiries on your designated account(s). This balance may not reflect the most recent transactions involving your account(s).

The account balances presented to you in Mobile Banking are not necessarily your current balances. If you attempt to make a payment or transfer to be executed immediately, your current balance will be obtained to ensure that you have proper funds for the payment or transfer.

ELECTRONIC FUNDS TRANSFER DISCLOSURE



Pilgrim Bank

MAIN OFFICE

40 South Main Street

Cohasset, MA 02025

(781) 383-0541

FAX (781) 383-6808

BRANCH OFFICES

800 Chief Justice Cushing Highway, Cohasset, MA 02025

350 Front Street, Marion, MA 02738

MORTGAGE CENTER

800 Chief Justice Cushing Highway

Cohasset, MA 02025

(781) 383-8441

FAX (781) 383-8442

WEBSITE & INTERNET BANKING

www.BankPilgrim.com

TELEPHONE BANKING

866-315-2955

Member FDIC
Member SIF

