EFT DISCLOSURE

We are pleased to offer you the ability to do banking where it is most convenient for you:

- At home using GCB Online Banking on your personal computer
- Automated teller machine (ATM)
- GCB Telephone Banking
- Anywhere using GCB Online Banking and your mobile device
- In person with any of our friendly branch staff

Federal and Massachusetts law requires that consumers who make use of a Bank's electronic funds transfer services receive the disclosures contained in this agreement before using the service. Use of the Bank's electronic banking services listed below are governed by this Disclosure & Agreement. Please read it carefully and keep it with your records. Where we refer to "you" or "your", we mean anyone who signs the signature card for the deposit account to which these services relate. Where we refer to "Bank", "we", or "us", we mean Greenfield Cooperative Bank / Northampton Cooperative Bank a Division of Greenfield Cooperative Bank (GCB/NCB).

If you have any questions about these services, call the Bank at 877-682-0334 and ask to speak with a Customer Service Representative or stop by any office. You can also get technical assistance 24 hours a day, 7 days a week by calling 877-682-0334.

1. ELECTRONIC BANKING TRANSFERS:

If you have a NOW account, Coop Green Checking, Free Checking, Access Checking account or Statement Money Market account or Statement Savings account, you may be able to have certain deposits, withdrawals and advances electronically (called an "Electronic Fund Transfer" or "EFT") made to your account. If you have a Passbook Savings or Passbook Money Market account, you may have certain deposits electronically made by EFT to your account. For example, you may sign up for one or more of the following EFT services: **a.** GCB Online Banking: Use GCB Online Banking to transfer funds between your Bank statement accounts, send person-to-person (P2P) payments, bank-to-bank transfers, and pay bills online to third parties using your personal computer or mobile device along with your Password.

b. ATM Banking: Use your 24-Hour Automated Teller Machine ("ATM") card which, along with your PIN, allows you to make balance inquiries, deposits, withdrawals, or transfers to and from your statement accounts at any Bank ATM location. You can also use your Bank ATM card to make withdrawals or balance inquiries at CIRRUS® and NYCE® locations worldwide.

c. Bank Debit MasterCard®: (called a "Debit Card") has the same features as the Bank ATM card plus the ability to make purchases wherever MasterCard® is accepted.

d. GCB Telephone Banking: You can transfer funds between Bank statement accounts; obtain account balances; deposits and withdrawals posted to your account and more by using 24/7 GCB Telephone Banking at 888-780-4401, a touch-tone phone, and your PIN.

e. Mobile Check Deposit: You can deposit a check using the GCB Online Banking mobile app, your mobile device and your GCB Online Banking login and password.

f. Direct Deposit: of social security payments, federal recurring-type payments or payroll payments.

g. Preauthorized automatic bill payments: to certain third parties.

h. Electronic check conversion: you may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.
i. Electronic return check charge: Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Some of these services may not be available at all terminals or locations or if the Bank does not have an agreement with a third party (for example, your employer), or if the third party does not offer the service at all. You may choose to limit access by electronic means to one or more of your accounts. Electronic payments will be honored if properly presented and if there are sufficient collected funds available in your account. Electronic deposits will be honored upon receipt of good funds from the person making the deposit.

1A. PASSWORDS AND PERSONAL IDENTIFICATION NUMBERS (PIN):

You can choose a separate PIN or Password for each of the various types of EFT access devices listed if you so desire. Please remember that you should keep all of your various Passwords and/or PIN's TOTALLY CONFIDENTIAL. The Bank will never call you to request your Passwords or PIN's. If your PIN or Password is lost or stolen, you will notify the Bank immediately.

2. DIRECT DEPOSIT:

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 if the person making the deposit does not give you notice that the transfer has been initiated, you can do one of the following to find out whether or not the deposit has been made:

a. Call the Bank's GCB Telephone Banking system at 888-780-4401 anytime; or

b. Call 877-682-0334 and ask for Customer Service; or

c. If you have signed up for GCB Online Banking, you can use it anytime to check for your direct deposits (except for any special or scheduled maintenance periods).

3. LIMITATIONS ATM card. Debit MasterCard® & GCB Online Banking:

All transfers, withdrawals and purchases require the funds to be in your available account balance.

a. You can withdraw up to \$510.00 per day using your ATM card.

b. Debit MasterCard® can be used as an ATM card with a daily limit of \$510.00 per card per day. The daily limit for transaction purchases using the Debit MasterCard® cannot exceed \$2,000.00 per card per day.

c. GCB Online Banking - online bill pay cannot exceed \$15,000.00 per transaction; person-to-person (P2P) payments cannot exceed \$1,500 per payment, \$2,000 per day, and \$5,000 per month; bank to bank transfers cannot exceed \$2,500.00 per day and \$10,000.00 per month.

d. GCB Online Banking Mobile Check Deposit - Checks deposited using the GCB Online Banking mobile app is limited to \$5,000.00 per day and \$30,000.00 for any thirty (30) consecutive calendar day period. Funds deposited are not available for immediate withdrawal; see the "Funds Availability Disclosure" for details.

e. All transfers, withdrawals & purchases are subject to your available account balance.

f. There may be other limitations; for example, because of security reasons or because a third party (such as NYCE®, or Debit MasterCard®) has other limits. Please note that no electronic charges or debits may be made on passbook type accounts. Under Massachusetts law, you may at your own option, choose to limit the withdrawal amount to \$50 per day, or to limit electronic capabilities to one or more accounts. If you wish to choose this option, you must notify us in writing at the address listed in Section 14 entitled "Notices" section.

4. CURRENCY CONVERSION:

You can use your Bank ATM card or Debit MasterCard® in a currency other than US Dollars. MasterCard International Incorporated will convert the charge into a US Dollar amount. MasterCard International transaction fees are disclosed separately from the actual transaction. A currency conversion fee of 0.2% is charged for any foreign transaction that is conducted in foreign currency. This fee does not apply if the transaction is in US currency. An international fee of 0.9% is charged for cardholder transactions occurring outside the United States, regardless of any currency conversion.

5. GENERAL TERMS AND CONDITIONS:

a. Internet Banking: GCB Online Banking is available over the Internet using your password and your personal computer or mobile device to perform transactions noted in Section 1. When you log onto our website, you are requesting internet access to bestlocalbank.com and are agreeing to the terms and conditions of this agreement and disclosure and the electronic delivery of these disclosures. You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms affecting your use of GCB Online Banking. You agree that the use of your GCB Online Banking User I.D and your password is your signature authorization for any payments ortransfers. Each time you enter your User I.D. and password, you are authorizing us to process your request.

b. Computer Requirements: In order to use GCB Online Banking, you need to use a supported browser. We support the two most recent versions of Chrome, Edge, Firefox, & Safari. You are responsible for the installation, maintenance and monitoring of your own computer or mobile device. We are not responsible for any errors or failures caused by any malfunction of your computer or mobile device and we are not responsible for any malware or related problems that may be associated with the use of your computer or mobile device. You are also responsible for any charges incurred in connecting to your Internet service provider, which gives you access to the Internet.

c. Account Information via Internet: Any eligible account on which you are an owner will automatically be made available to you online after your successful GCB Online Banking registration. If you do not wish a specific account to be made available online, you must contact the Bank to request that it be removed from GCB Online Banking access. The account information you access via GCB Online Banking will generally be current as of the Business Day you obtain the information, unless another time is specified. Information is available for your bank account for up to 365 days.

d. Email communications: Because normal Internet communications with email may not be secure, for bank account inquiries, you agree to contact the Bank by phone. We will not immediately receive any email that you send. Therefore, you should call us to report lost or stolen cards and confirm by email. We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

e. Online Bill Payments: If you have enrolled in this service, you may make payments from any GCB/NCB checking account you have linked to GCB Online Banking. Your payments will be made either electronically to the person or business you are paying (the "payee") or by sending the payee a paper check drafted from your account. You should schedule payments in advance to ensure payments are delivered before they are due. You cannot use the bill paying function for payments to the IRS, taxes, or court ordered payments, and you can only pay payees with United States addresses. While most payees can be paid by using the bill payment feature, we reserve the right to refuse to pay certain payees. You agree that payment transactions executed through an automated clearinghouse will be subject to the rules of the National Automated Clearinghouse Association (NACHA).

f.Person-to-person (P2P) Payments: If you enrolled in this service, you may send payments to other individuals electronically. The P2P service cannot be utilized by businesses. The recipient must have a valid mobile number or email address.

g.Bank-to-Bank Transfers: You have the ability to link your accounts at other financial institutions within the United States to your accounts at GCB. This is done by submitting a request via online banking and then verifying trial deposits in the account at the other financial institution. Once the trial deposits have been verified and GCB has approved the account you will be able to transfer funds between the accounts. These transfers are not immediate and can take 1 to 3 business days to process. You agree that bank to bank transfers executed through an automated clearinghouse will be subject to the rules of the National Automated Clearinghouse Association (NACHA). **h.** Mobile Check Deposit: Mobile check deposit is available when using the GCB Online Banking mobile app and your mobile device. The downloadable mobile app, called "GCB Online Banking", is available free of charge on Google Play & the App Store. This feature is not available on the full site or mobile browser. Availability of funds for check(s) deposited are governed by the terms in the "Funds Availability Disclosure" provided to you at account opening (additional copies are available at any Bank office or on our website).

i. Use & Care of the ATM or Debit Card: If you use your Card at a merchant location, the merchant acts for you (as your agent) in completing the transaction. You may not stop payment on any transaction made with the Card. Use of the Card is also subject to the rules of the government agencies that regulate banks. You will take care of your Card and will not write your PIN on your Card. You will not allow any other person to use your Card. If it is lost or stolen, you will notify the Bank immediately.

j. Use and Care of the PIN / Passwords: You agree that you will keep your PIN and Passwords CONFIDENTIAL and that you will not share your PIN or Password with any other person. If your PIN, Password is lost or stolen, you will notify the Bank immediately.

k. Overdrawing Your Account: If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Bank immediately upon request and the current fee for overdrafts. This includes any overdraft covered by the Overdraft Privilege program. For accounts with Overdraft Line of Credit Protection, the following paragraph would apply.

I. Overdraft Line of Credit Protection (Co-op Reserve) Accounts Only: If you have signed up for our Overdraft Line of Credit Protection Program (Co-op Reserve), this paragraph applies to you. If you use the Card to withdraw or transfer money from your account, and the withdrawal or transfer creates an overdraft in your account, a loan will be made to you in accordance with your Co-op Reserve agreement to cover the amount of the overdraft, provided that there is enough left of your Co-op Reserve maximum credit limit to cover the amount of the overdraft. Using your Card to make a withdrawal or transfer, or using your PIN to make a transfer, when there is not enough money in your account to cover the withdrawal or transfer is a written order by you requesting the Co-op Reserve loan. Except to make these loans, you agree that you will not use your Card or PIN to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Bank immediately upon request.

m. Inactivity: If you do not use GCB Online Banking (either account access or bill paying) for an extended period, we reserve the right to terminate your access to GCB Online Banking and request that you re-register online to reactivate your access.

n. Collections: If we initiate any legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

6. RECEIPTS AND STATEMENTS:

a. Receipt at Terminal: If selected, you will get a receipt at the time you make any transfer to or from your account using any Bank ATM terminal, or at the retail location when using your Debit MasterCard®. Any receipt or acknowledgment shall not be deemed to be a binding receipt. Any deposits or payments made by you are subject to proof and verification by the Bank. These items are received for collection and any credits made through these transactions are provisional until final settlement of the items so deposited is paid. Any documentation provided to you that indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

b. Telephone Transfers: Any transfers conducted by telephone through GCB Telephone Banking line will appear on your account statement.

c. Internet Banking: Any transfer, person-to-person (P2P) payment, or bill pay conducted through GCB Online Banking will appear on your account statement.

d. Account Statement: All statement accounts will receive a monthly statement; at your option this may be by eStatement (see bank for details). However, if you have a passbook account where the only possible electronic fund transfers are pre-authorized direct deposit credits (for example, social security payments), you will not get a monthly statement; rather, if you bring your passbook to us, we will record any electronic deposits that were made to your account since last time you brought in your passbook.

e. Mobile Check Deposit: All checks deposited using the GCB Online Banking mobile app will receive an email confirmation/receipt to the email address on file with the Bank.

7. <u>FEES:</u>

There is no fee for regular GCB Online Banking banking transactions such as account inquiries and transfers between your GCB/NCB accounts. The Bank does not charge a fee for the bank-to-bank, person-to-person (P2P) or bill pay system capabilites for GCB Online Banking. You do agree to pay the following fees if they are incurred with your account(s):

(a) Non-bank owned ATM machine transactions are assessed a fee of \$1.00 per transaction; (b) If you use a Non-MoneyPass ATM machine you may be assessed a service charge by that financial institution; (c) certain other fees may apply: Return Deposit Item fee, Overdraft Fee, Stop Payment fee (For details, see the current Fee Schedule). Overdraft Protection Accounts are available as a Loan (Coop Reserve line of credit) or "linked" transfer. If you have a Co-op Reserve Loan, you will be assessed a Finance Charge on any advance

made from your Co-op Reserve Loan into your Bank checking account as provided in your Co-op Reserve Agreement you signed when you opened your Co-op Reserve Loan. For Overdraft Protection Accounts that you have "linked" to sweep funds to cover overdrafts, please refer to the Fee Schedule and the Overdraft Protection Transfer Fee. Your deposit account(s) may be subject to certain minimum balance requirements to avoid monthly maintenance charges; for details see our Truth In Savings disclosure.

Other Bank ATM Surcharge Fees: Please note that if you use another bank's ATM, those banks may charge you a fee for using their ATM that is separate from any fee we may charge for ATM usage.

8. BUSINESS DAYS:

For the purpose of this agreement, our business days are Monday through Friday. Holidays are not included.

9. STOPPING PRE-AUTHORIZED PAYMENTS:

Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic access for purchases (such as Debit card and GCB Online Banking) unless you are satisfied that you will not need to stop payment.

If you told us in advance to make a regular payment to a third party out of your account, you can stop any of these payments. Here's how: call us at 877-682-0334 to speak with Customer Service, Mon.-Fri. 8:30 am to 4:30 pm. Or write to us at GCB/NCB Customer Service, 63 Federal Street, PO Box 1345, Greenfield, MA 01302 in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put the request in writing and get it to us within (14) days after you call. We will charge your account for the stop payment fee. The fee will be charged at the time you request the stop payment (For details see the current fee schedule). 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. 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. 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 or how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside a certain limit. You may set these certain amounts or limits at any amount you desire.

10. LOST AND STOLEN CARDS OR PINS. UNAUTHORIZED TRANSACTIONS:

Tell us AT ONCE if you believe your card or your PIN or both has been lost, stolen or used without your permission. Telephoning is the best way of keeping your losses down. You can lose no more than \$50.00 if you notify the bank within 2 business days of your lost or stolen card or PIN and your card or PIN is used without your permission. If you fail to report your card or PIN as lost or stolen within 2 business days you could lose up to \$500.00. If you think your card or your PIN or both has been lost, stolen or that someone has transferred or may transfer money from your account without your permission, call us at 877-682-0334 and ask for Customer Service. The address and hours are shown in Section 9. Note: In order to minimize the risk of losses from lost or stolen Cards or Personal Identification Numbers, we strongly suggest that you call us immediately and then confirm in writing.

11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

Including Direct Deposit, Bank ATM transactions, Bank Debit MasterCard® transactions, GCB Telephone Banking transactions, GCB Online Banking transactions and /or pre-authorized payments, call us at 877-682-0334 and ask for Customer Service. Or write to us at GCB/NCB Customer Service, 63 Federal Street, PO Box 1345, Greenfield, MA 01302. The Bank should be contacted if you think your statement or receipt is wrong or if you need more information about a transfer listed in your statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement (by mail or eStatement) on which the problem or error appeared. Be prepared to provide us with the following information: Tell us your name and account number. Describe the error or the transfer you think 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. If you notify us orally, we will require you to send us your complaint or question in writing within ten (10) business days following the date that you notified us. We will report to you the results of our investigation within ten (10) business days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within ten (10) business days following the date you notified us, we will provisionally credit your account for the amount you think is in error so that you will have the use of the money during the time it takes to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not re-credit your account. Please note that for new customers or for (a) Debit Card, (b) point of sale or (c) foreign country transactions, these time frames may be extended to 20 and 90 days respectively, as allowed by law. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation, and we must make these available to you for 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, in cases which you think that a transfer from your account was initiated by a third party that was not authorized to initiate any transfers from your account, we will request a copy of the third party authorization. If we do not request it within thirty (30) calendar days, we will credit your account for the transfer you think is unauthorized, so you will have the use of your money until we determine whether you had authorized the transfer.

12. 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:

- a. If through no fault of our own you do not have enough money in your account to make the transfer;
- b. If the transfer will exceed the available credit limit for your Co-op Reserve Loan;
- c. If the automated teller machine where you are making the transfer does not have enough cash;
- d. If the system was not working properly and you knew about the break-down when you started the transfer;
- e. If circumstances beyond our control (such as fire and flood) prevent the transfer, despite reasonable precautions that we have taken;
- f. If the funds are subject to legal process or other encumbrance restricting such transfer;
- g. Any other specific exceptions stated in our agreement with you and listed below;
- $\boldsymbol{h}.$ If the transfer was attempted against a passbook type account.

13. DISCLOSURE OF INFORMATION TO THIRD PARTIES:

In order that your privacy may be protected, we will not disclose any information about you or your accounts to any person, or organization or agency except as outlined in our Bank Privacy disclosure. These include, but are not limited to:

- a. For certain routine disclosures necessary for the completion of a transfer; or
- b. For verification of the condition and existence of your account for a credit bureau or merchant; or
- $\boldsymbol{c}.$ To persons authorized by law in the course of their official duties; or
- d. To our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- e. Pursuant to a court order or lawful subpoena; or
- f. To a consumer reporting agency; or

g. 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.

14. NOTICES:

Written notice by you should be sent to GCB/NCB Customer Service, 63 Federal Street, PO Box 1345, Greenfield, MA 01302. Notices sent by us shall be deemed delivered once mailed by us to your last known address in our records.

15. RULES AND REGULATIONS:

Your first use of your Card or PIN or your giving us a written authorization to make preauthorized debits or credits to your account will be your agreement to the terms and conditions relating to your account and this "Electronic Fund Transfer Disclosure".

16. AMENDMENT AND TERMINATION:

We have the right to modify or amend this Agreement as allowed by law. Any modifications or amendments by the Bank shall be effective thirty (30) days after we send notice of the amendments to you. Either of us may terminate this Agreement at any time by giving written notice to the other, but the termination of this Agreement does not terminate your account(s) with the Bank. Closing the account(s) to which your ATM card, Debit MasterCard®, GCB Telephone Banking, GCB Online Banking, or other EFT relates to terminating this Agreement simultaneously. The Bank may also cancel your privilege to use the Card or PIN, even without telling you in advance. If the Bank cancels your Card, you will return all ATM Cards or other access devices to the Bank at once.

Greenfield Cooperative Bank | Northampton Cooperative Bank a Division of Greenfield Cooperative Bank



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