



## **Bank to Bank Transfer Service Agreement**

### **General**

This Bank-to-Bank Transfer Service Agreement ("Bank-to-Bank Transfer Agreement") explains the additional terms and conditions governing the Bank-to-Bank Transfer Services offered through the UniBank Online Banking Center. By using the Bank-to-Bank Transfer Service you agree to abide by the terms and conditions of this Bank-to-Bank Transfer Agreement, in addition to the terms and conditions disclosed in the Online Banking Agreement. This Bank-to-Bank Transfer Agreement will be governed by and interpreted in accordance with all applicable federal laws and regulations and to the extent that such applicable federal law or regulation has not preempted them, in accordance with the laws of the State of Massachusetts, without regard to its conflicts of laws provisions. As used in this Agreement, the words "you" and "your" refer to the user of the Bank-to-Bank Transfer Service. The words "we," "us," "our," and "Bank" refer to UniBank for Savings.

### **Acceptance of Agreement**

By using the Bank-to-Bank Transfer Service you agree to abide by the terms and conditions of this Bank-to-Bank Transfer Agreement, in addition to the terms and conditions disclosed in the Online Banking Agreement.

When you elect to sign up for the Online Banking Bank-to-Bank Transfer Service electronically and click on the "I Accept" button, you agree to accept the terms and conditions of this Bank-to-Bank Transfer Service Agreement including any future amendments to the Bank-to-Bank Transfer Service Agreement or changes in the terms.

If you do not agree to all the terms in the Bank-to-Bank Transfer Service Agreement, click on the "I Decline" button. If you do not accept the terms of the Bank-to-Bank Transfer Service Agreement, then you will not be permitted to use the Service.

We may change this Bank-to-Bank Transfer Service Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or by e-mail. If you use the Bank-to-Bank Transfer Service after the effective date of a change, your use indicates that you agree with the change(s).

### **Bank-to-Bank Transfer Service**

The Bank-to-Bank Transfer Service ("Service") is a Bank-to-Bank funds transfer service offered by UniBank and UniBank's Service Provider ("Service Provider"). This Service allows you to transfer funds to or from your eligible UniBank account(s) and other eligible account(s) held by you at another financial institution or brokerage company in the United States. Transfers can only be completed between accounts that are owned by the same account holder or if you are a holder in a joint account. Transfers can be one time, scheduled, or recurring. In order to use the Service, you must be an Online Banking ("Online Banking") customer of UniBank and must have an e-mail address.

### **Enrollment**

You will need to enroll each of your Other Financial Institution accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with UniBank procedures. The verification process must be completed by you prior to using the Service. You will have seven (7) days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

### **Eligible Account Types for Transfers**

- UniBank checking accounts, savings accounts, and money market accounts.
- Checking accounts, savings accounts, and money market accounts held at a financial institution or credit union in the United States that are able to accept ACH transfers.

Please note, your account(s) held at UniBank will be auto enabled for this service. All your external accounts will be required to complete our Account Verification process.

### **Ineligible Account Types for Transfers**

- Individual Retirement Accounts

- 401 K Accounts
- Custodial and/or Trust Accounts
- Certificates of Deposits or other time-based accounts
- Holiday and Vacation Club accounts

You may have other accounts that are ineligible for the Bank-to-Bank Transfer Service due to restrictions specific to your Financial Institution(s). If in doubt, you must contact the other financial institutions to verify if the accounts are eligible for the Bank-to-Bank Transfer Service.

#### **Account Verification**

We may verify the account(s) you add to the Bank-to-Bank Transfer Service. You authorize us to validate the account(s) at other financial institutions, credit unions, or brokerage companies. Account(s) held at UniBank will not require account verification.

#### **Credit Report Verification**

You authorize us to verify your identity by obtaining information about you and your credit history from a consumer reporting agency. UniBank and/or the Service Provider will obtain and use your credit information only in accordance with the Fair Credit Reporting Act ("FCRA") and other applicable law. We reserve the right to deny you access to the Bank-to-Bank Transfer Service if we cannot verify your identity or other necessary information. We may approve or decline your application for the Bank-to-Bank Transfer Service based upon our review of your consumer report, along with other relevant information. If we deny your request to use the Bank-to-Bank Transfer Service, and such decision is based in whole or in part, on a consumer report from a consumer reporting agency, UniBank will send you a Credit Denial Statement and you may obtain a free copy of the consumer report that we used from the consumer reporting agency that issued the report, within a certain time period.

#### **Initiating Transfers/Cut-off Times**

The cutoff time for initiating transfers is 2:00 PM Eastern time on a Business Day. In the case of a future dated or recurring transfer, these time limits will be the business day prior to the transfer.

#### **Outbound Transfers**

Funds requested to be transferred from your account (Outbound Transfer) will be debited from your UniBank account on the Business Day you initiate the transfer, provided you have met UniBank's cutoff time for submitting Service transfers. Funds requested to be transferred out of your account at UniBank will be credited to the Other Financial Institution account according to that Other Financial Institution's transaction processing and availability schedule.

#### **Availability of Funds for Inbound Transfers**

These provisions apply only to Inbound Transfers where you, with prior authorization, order an account at Other Financial Institution to be debited and your account at UniBank to be credited. Our policy is to make funds from Inbound Transfers available to you on the first Business Day after the day we receive credit from the Other Financial Institution for your deposit, which is the second Business Day after you initiate the Inbound Transfer. Once the funds are available, you can withdraw the funds, and we will use the funds to pay items and transactions drawn on your account.

Our business days are Monday through Friday, except for federal banking holidays. Depending upon the other financial institution, it may take an additional business day for the transaction to be reflected in the account balance of the destination account.

#### **Future Dated or Recurring Bank-to-Bank Transfer Instruction(s)**

Using the Service's "Schedule" link, you may schedule a one-time future dated Bank-to-Bank Transfer and/or a recurring Bank-to-Bank Transfer. A future dated and/or recurring Bank-to-Bank Transfer may be scheduled for a date up to one year in the future. However, these transfers are still subject to the Daily/Monthly limits defined in Transfer Amount Limits. A one-time future dated, or recurring Bank-to-Bank Transfer scheduled to be initiated on a weekend or non-bank business day will be initiated on the next business day and is subject to the same terms and conditions as any other Bank-to-Bank Transfer initiated through the Service. Please refer to Processing/Cut-Off Time Frames for additional information.

#### **Limitations**

Transfers are subject to the following limits unless otherwise agreed upon by you and UniBank in writing:

1. Inbound Transfers per day, not to exceed a total of \$1,000,000
2. Outbound Transfers per day, not to exceed a total of \$5,000

The above limits apply to the total of all Bank to Bank transfers of a specific type for all accounts enrolled in the Service. Your dollar limits and transfer limits are subject to change at any time based upon your status with UniBank. Please note that federal law (Regulation D) limits the number of transfers and withdrawals you may make from non-transaction accounts (i.e., savings accounts). Regulation D does not however impose any limit on the number of transfers you may make from your transaction accounts (i.e., checking accounts). If you attempt to make more than six transfers during any monthly period from the Regulation D restricted accounts, we may return the item unpaid and/or assess a fee, per current bank policy. Please consult the agreement between you and us governing the terms of Your Account to determine whether your use of the Service would be subject to such Regulation D restrictions.

\*Monthly is defined a rolling 30 days, not a calendar month.

### **Cancellation**

Requests for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be cancelled before 2:00 PM Eastern time on the business day prior to the Scheduled Date of transfer under the Pending Transfers tab.

### **Rejected Bank-to-Bank Transfers**

A Bank-to-Bank Transfer will be returned if it cannot be successfully posted to your accounts. The most common reasons for failed or returned Bank-to-Bank Transfers include, but are not limited to:

- Entering an incorrect account number or ABA number.
- Insufficient available funds in the account to be debited and/or credited.
- Insufficient minimum available balance to meet the "Premium" or "High" Limit transfer qualification criteria.
- Exceeding the dollar limit for an individual transaction, total transactions per month, or
- pending transfers that have not yet been posted.

It is your responsibility to monitor the status of your Bank-to-Bank Transfer request and for ensuring that it has been processed as requested.

### **Fees**

The fees associated with the use of this Service are as follows:

1. Outbound Transfer Service Charge: None.
2. Inbound Transfer Service Charge: None.

Fees are subject to change with a 30-day notice. Fees from Other Financial Institution(s) may apply for Inbound Transfers and/or Outbound Transfers. Contact your Other Financial Institution(s) for this information.

### **Other Agreements**

Using the Service will also be affected by the agreements between you and us for your UniBank deposit accounts, credit cards, and loans, including the Bank's Deposit Agreement, and the Account Terms Disclosure(s) for your accounts. Using the Service does not change the agreements you already have with us on those accounts. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions that might impact your use of an account with the Service. The terms and conditions of any other such agreements govern the terms and conditions of this Bank-to-Bank Transfer Service Agreement except that in the event of a conflict, the terms and conditions of this Bank-to-Bank Transfer Service Agreement shall govern; provided, however, that in the event of a conflict between the terms and conditions of this Bank-to-Bank Transfer Service Agreement and the Online Banking Agreement, the terms and conditions of the Online Banking Agreement shall govern.

### **Suspension and Reinstatement of Bank-to-Bank Transfer Service**

In the event that we at any time incur a problem with your use of the Service, including without limitation, the inability to debit any of your Account(s) or to collect with respect to any of your Bank-to-Bank Transfers as described above, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such

action is reasonable for us to take in order to protect UniBank from loss. In the event of such suspension, you may request reinstatement of your Service by contacting us in writing, through the Online Banking Center e-mail, or by calling your branch.

We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, reinstate your Service in accordance to "Standard Service" per-transaction and monthly dollar limits and/or with other restrictions that otherwise might be available to you. Based upon your subsequent usage of the Service, UniBank, in its sole discretion, may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see "Transfer Amount Limits" above).

### **Updating Records**

You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by selecting the "Edit Your Profile" section within the Bank-to-Bank Transfer Service. You are responsible for the accuracy of all the information you input and agree that we may rely on the information you provide, without further verification, when processing transactions you initiate through the Service.

YOU AGREE THAT UNIBANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION YOU HAVE PROVIDED TO US.

### **Cancellation**

Your Service remains in effect until it is terminated by you or UniBank. You may cancel your Service at any time by notifying us of your intent to cancel in writing, through Online Banking Center email, or by calling your branch, and your Service will be cancelled after UniBank has had a reasonable opportunity to act upon your cancellation request. You agree to use the Bank-to-Bank Transfer Service only for bona fide and lawful purposes. We may suspend or terminate your participation in the Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is or we reasonably believe is used for any illegal or improper purpose or activity; (b) exceeds the available funds in your account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the Bank-to-Bank Transfer Service, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in these Terms and Conditions of the Bank-to-Bank Transfer Service or Online Banking Agreement, any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate your Service, in whole or in part, at any time, with or without cause and with or without notice, and may immediately do so including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password; or (b) we believe your Service is not being used for its intended, bona fide and lawful purposes under these Terms and Conditions of the Bank-to-Bank Transfer Service or Online Banking Agreement; (c) you repeatedly overdraw your UniBank account; (d) your UniBank account is closed, access to your account is restricted for any reason, or if you do not use this Bank-to-Bank Transfer Service for a period of time after being notified by the Bank; (e) following initial enrollment you do not use the Bank-to-Bank Transfer Service, after being notified by the Bank, we may automatically suspend or terminate the Service, without further notice to you.

Any transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled transfers prior to notifying us that you are canceling the Service. You are responsible for any transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under these terms and conditions of the Bank-to-Bank Transfer Service Agreement or the Online Banking Agreement for transfers we've processed on your behalf.

### **Access to Account Information for Non-UniBank Accounts**

You understand and agree that, in order to provide the Service, it is necessary for UniBank to access other financial institutions', credit unions', and brokerage companies' Web sites and data bases containing information regarding your accounts and financial relationships as designated by you ("Account(s)"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize UniBank to access such Account(s) to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent and warrant that the information you are providing us with is true, correct and complete. You represent and warrant to us that you have the right to authorize and permit us access to your Account(s), you assure us that by disclosing the

information to us and by authorizing us to use such information to access your Account(s), and you are not violating any third-party rights. You hereby authorize and permit UniBank to use any information submitted by you to UniBank (such as account passwords and usernames) to accomplish these purposes and to configure the Service to be compatible with the Account(s).

You always understand and agree that your relationship with each Account(s) provider is independent of UniBank and your use of the Service. UniBank will not be responsible for any acts or omissions by the financial institution or other provider of any Account(s), including without limitation any modification, interruption or discontinuance of any Account(s) by such provider.

YOU AGREE THAT UNIBANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) UNIBANK'S ACCESS TO THE ACCOUNT(S); (2) UNIBANK'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE OTHER FINANCIAL INSTITUTION, CREDIT UNION, OR BROKERAGE COMPANY; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN INFORMATION RETRIEVED FROM THE OTHER FINANCIAL INSTITUTION, CREDIT UNION, OR BROKERAGE COMPANY AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD-PARTY ACCOUNT.

#### **No Unlawful or Prohibited Use**

As a condition of using the Service, you warrant to UniBank that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these representations and warranties will remain in full force and effect even if this Agreement terminates for any reason.

#### **Unauthorized Transactions in Your Consumer Accounts**

Notify us **AT ONCE** if you believe another person has improperly obtained your Online Banking password. Also notify us **AT ONCE** if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. If your Online Banking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Banking password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your statement shows withdrawals, transfers, payments or purchases that you did not make or authorize, please notify us **AT ONCE**. If you do not notify us within sixty (60) days from the date the paper or online statement was sent to you, and we can prove that we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

#### **In Case of Errors or Questions about Your Electronic Transactions for Consumers**

In case of questions or errors about online funds transfers, Bank-to-Bank Transfers, or bill payments made through the UniBank Online Banking Center, you should do one of the following: Send us an e-mail by filling out the appropriate e-mail form accessible after signing on with your password to a secure session. For questions or errors about Online Banking transfers between your UniBank accounts or Bank-to-Bank Transfers between your UniBank account and a linked external account you should click the "Services" button and select the "Questions about your account" e-mail form.

Contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the **FIRST** paper or online statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

When you tell us about the problem, please:

- Tell us your name and account number.
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need.

- Tell us the dollar amount of any suspected error.
- For a Bank-to-Bank Transfer, tell us the sending and receiving account numbers, date the Bank-to-Bank Transfer was initiated, and the transfer amount.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

We will determine if an error occurred and will tell you the results of our investigation within 10 business days (20 business days if the transfer was to or from an account within 30 days after the first deposit to the account was made) 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 or transaction involved a point-of-sale transaction, a foreign initiated transfer or a transfer to or from an account within 30 days after the first deposit to the account was made) 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 was to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error, 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(s) or questions(s) in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will tell you the results of our investigation within three (3) 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. We may revoke any provisional credit provided to you if we find an error did not occur.

#### **Contact in Event of Unauthorized Transfer or In Case of Errors or Questions about Electronic Funds Transfers**

##### *Write to us at:*

UNIBANK FOR SAVINGS  
OPERATIONS DEPARTMENT  
49 CHURCH STREET  
WHITINSVILLE, MA 01588

##### *Call us at:*

Business Days: Monday through Friday (Excluding Federal Holidays)  
Business Hours: Monday through Friday 8:30 a.m. to 5:00 p.m.  
Phone: (800) 578-4270

#### **Warranty Disclaimer**

With respect to the Services, the Bank does not make any express or implied representations or warranties and specifically disclaims all warranties of merchantability and fitness for a particular purpose. The Bank does not represent or warrant that the Services will be suitable for the Customer or that they will be compatible with Customer's software, communication devices, or other equipment, or that the Services are error-free and will never suffer any interruption.

#### **Our Liability to Consumers**

If we do not complete a transfer to or from your Bank account on time, or for the correct amount, and/or to or from the account specified according to our Agreement with you, we will be responsible, as applicable, for returning any improperly transferred funds and/or for redirecting any misdirected funds to the proper account, and may be liable for your losses or damages. However, there are some exceptions. For example, we will not be liable:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
- (6) If the funds are subject to legal process or other encumbrance restricting such transfer.
- (7) There may be other exceptions stated in our agreement with you.

There may be other exceptions not specifically mentioned here.

We are not responsible for any Internet access, Internet Service Provider, financial software or other product or service relating to your computer or the World Wide Web or your telephone or telephone service. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of the Service. Without limiting the generality of the wording above, we are not responsible for any loss, damage or injury resulting from an

interruption in your electrical power or telephone service; the disconnecting of your telephone service by your telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem or telephone service.

### **Indemnity**

You agree to indemnify and hold harmless UniBank, our subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and our service providers ("Related Persons"), from any and all third-party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your connection to or use of the Service, your violation of these terms and conditions of the Bank-to-Bank Transfer Service Agreement or the Online Banking Agreement, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. This section does not apply to any cost or damage attributable to UniBank's or our Related Persons' gross negligence or intentional misconduct.

### **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, organization, or agency except:

- (1) for certain routine disclosures necessary for the completion of a transfer; or
- (2) for verification of the existence and condition of your account for a credit bureau or merchant; or
- (3) to persons authorized by law in the course of their official duties; or
- (4) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- (5) pursuant to a court order or lawful subpoena; or
- (6) to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- (7) by your written authorization which shall automatically expire 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 days after we have discovered that an unauthorized disclosure has occurred.

### **Documentation**

1. *Receipts.* You can get a receipt at the time you make any transfer to or from your account using the Service.
2. *Periodic statements.* You will receive a monthly account statement, unless there are no electronic transfers in a particular month. In any case you will receive the statement at least quarterly).
3. *Passbook account.* If you bring your passbook to us, we will record any transfers that were made to your account since the last time you brought in your passbook.

### **Fee Schedule**

Please refer to the "Schedule of Service Fees".

### **Automated Clearing House Guidelines**

Please refer to the "ACH Information for Originators" on our webpage:

<https://www.unibank.com/assets/files/lyCBM4NU/r/ACHRulesforOriginators.pdf>