

**General.** This Bank Transfer Service Agreement ("Agreement") contains the terms and conditions for the use of UniBank's ("the Bank," "us," or "we") Bank to Bank Transfer service that we may provide to you ("you," or "User"). Other agreements you have entered into with UniBank, including the Online and Mobile Banking Agreement, as applicable to your UniBank account(s), are incorporated by reference and made a part of this Agreement.

The following information describes the types of services, which are available to you with your rights and responsibilities concerning these transactions, including your rights under the Electronic Funds Transfer Act.

Acceptance of Agreement. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change on our website by providing a link to the revised Agreement. You must accept or reject any material change to this Agreement the next time you use the Service after the change has been made. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, UniBank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**Services.** The Bank-to-Bank Transfer Service ("Service") allows you to transfer funds between your eligible personal deposit accounts at UniBank and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at UniBank. An outbound transfer moves funds from an account at UniBank to an account at another financial institution.

Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

**Hardware and Software.** To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. See unibank.com for current hardware and software specifications. The Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

**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 three (3) attempts after enrolling



an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

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. If you are intending to send money to an account you do not have ownership in, please use the Pay a Person feature within Online Banking.

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

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

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

- Individual Retirement Accounts (IRAs).
- 401 K Accounts.
- Custodial and/or Trust Accounts.
- Business Accounts
- Certificate of Deposits (CDs)
- Loans
- Club Accounts
- Passbook Savings

You may have other accounts that are ineligible for the 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 Transfer Service.

**Account Verification.** We may verify the account(s) you add to the Bank Transfer Service. You authorize us to validate the account(s) at other financial institutions by using the Trial Deposit method. This method will make two small deposits to the external account and requests that you confirm the amounts deposited. You must confirm the amount by typing in the values of the deposits within your UniBank Online Banking Bank to Bank Transfer page. If the entered values match the Trial Deposit amounts, the account is approved.

**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" option, 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 and monthly limits defined in Limitations. 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 Initiating Transfers/Cut-off Times for additional information.

**Limitations.** Bank-to-Bank Transfers are limited to \$5,000 per day for both inbound and outbound transfers and \$150,000 per month.

The above limits apply to the total of all Bank-to-Bank transfers for all accounts enrolled in the Service. Monthly is defined as a rolling 30 days, not a calendar month.

**Cancelling a Transfer.** 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. .
- 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.

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 Customer Service at 800.578.4270.

**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 Customer Service at 800.578.4270, 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.

**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.

Reporting Unauthorized Transactions. You shall be responsible for all transfers and payments that you authorize using the Services. 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. You shall be liable for any unauthorized electronic fund transfers or a series of transfers arising from a single loss or theft of the access device only if the access device is an accepted access device, the liability is not in excess of fifty dollars, and the unauthorized electronic funds transfer has occurred or may occur as the result of loss, theft or otherwise. Unless you, as the user of such device, can be identified as the person authorized to use it, such as by signature, photograph, or fingerprint or by electronic or mechanical confirmation.

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. To notify us, call our Customer Contact Center at 800.578.4270 between 8:00 a.m. to 6:00 p.m. Eastern Standard Time on business days which include Monday through Friday, except for federal banking holidays.

**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:

- If, through no fault of the Service, your Funding Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.
- If funds are subject to legal process or other encumbrance restricting such transfer.



**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.

**Error Resolution.** In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent 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 (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 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 credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 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 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 ask for copies of the documents that we used in our investigation.

UNIBANK FOR SAVINGS
49 CHURCH STREET
WHITINSVILLE, MA 01588
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 1-800-578-4270
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

Revised: 10/24