

ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

(a) Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your
 - checking and/or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your
 - checking and/or savings account(s).
- _____

(b) Telephone Transfers. You may access your account(s) by telephone at _____ using a touch tone phone, your account numbers, and _____ to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from _____ to _____
- Transfer funds from _____ to _____
- Make payments from checking to loan accounts with us
- Make payments from _____ to _____
- Make payments from _____ to _____
- Get checking account(s) information
- Get savings account(s) information
- _____
- _____

(c) ATM Transfers. You may access your account(s) by ATM using your ATM OR DEBIT MASTERCARD _____ and personal identification number to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts you may withdraw no more than \$500.00 per DAY
- Get cash withdrawals from savings accounts you may withdraw no more than \$500.00 per DAY
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Transfer funds from _____ to _____
- Make payments from checking account to _____

- Make payments from _____ to _____
- Get checking account(s) information
- Get savings account(s) information
- _____
- _____

(d) Point-Of-Sale Transactions.

Using your card:

- You may access your checking account
 - _____ account(s) to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not exceed more than \$ 1,000.00 in transactions per DAY
- _____
- _____

(e) Computer Transfers. You may access your account(s) by computer by www.leebank.com _____

_____ and using your access ID and password _____ to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from Checking to Checking
- Transfer funds from Savings to Savings
- Make payments from checking to loan accounts with us
- Make payments from Savings to loan account with us
- Make payments from CHECKING to THIRD PARTIES
- Get checking account(s) information
- Get savings account(s) information
- Get loan account(s) information
- _____
- _____

(f) **Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by downloadable application, mobile browser, or SMS (short message system) and using your access ID and password.

_____ to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking

_____ to checking

- Transfer funds from savings

_____ to savings

- Make payments from checking to loan accounts with us

- Make payments from savings

_____ to loan accounts with us.

- Make payments from checking

_____ to third parties.

- Get checking account(s) information

- Get savings account(s) information

- Get loan account(s) information

- Make deposits to checking and savings account.

- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

(g) **Electronic Fund Transfers Initiated By Third Parties.**

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the

transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may:

- Not exceed more than _____ payments by electronic check per _____.

- Make payments by electronic check from _____ . Payments are limited to _____ per _____ .

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:

- Make no more than _____ payments per _____ for electronic payment of charges for checks returned for insufficient funds.

- Make electronic payment of charges for checks returned for insufficient funds from _____ . Payments are limited to _____ per _____ .

GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

(a) Frequency of Transfers

- Transfers or withdrawals from a Savings/Money Market Checking

account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to statement per six .

If you exceed the transfer limitations set forth above, your account shall be subject to closure.

Except as indicated above, we do not charge for Electronic Fund Transfers.

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

(a) Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using a(n)

- automated teller machine
- point-of-sale terminal.

You may not get a receipt if the amount of the transfer is \$15 or less.

(b) 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, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

(c) In addition,

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

PREAUTHORIZED PAYMENTS

(a) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We charge See Fee Schedule for each stop payment.

(b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and 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 certain limits that you set.)

(b) Minimum Account Balance

You must maintain a minimum account balance of _____ in your _____ as a condition of using an access device (card and/or identification code) to accomplish a transfer.

We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.

(c) Termination

You may terminate the electronic fund transfer agreement by _____

We may terminate the electronic fund transfer agreement by _____

(d) Optional Cash Limitation

You have the option to limit the amount of cash that can be withdrawn by your _____ card and/or code to \$50 per day or some other amount acceptable to us.

(e) Additional Limitations

FEES

We charge _____ each _____ to our customers whose accounts are set up to use _____

We charge _____ each _____ but only if the _____ balance in the _____ falls below _____ during the _____

(c) **Liability for failure to stop payment of preauthorized transfer.** If you 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.

ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW

- (1) Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- (2) The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this agreement, you (the consumer) 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.

FINANCIAL INSTITUTION'S LIABILITY

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, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (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 that 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.

CONFIDENTIALITY

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; 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 3 days after we have discovered that an unauthorized disclosure has occurred.

UNAUTHORIZED TRANSFERS

(a) **Consumer liability.** Tell us AT ONCE if you think your card and/or code has been lost, stolen, used without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way, if any, of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice of your lost or stolen card and/or code and your card and/or code is used without your permission.

Visa® Debit Card

◆ Additional Limits on Liability for _____ . Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

MasterCard® Debit Card

◆ Additional Limits on Liability for Debit Mastercard _____ . You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

(b) **Contact in event of unauthorized transfer.** If you think your card and/or code has been lost or stolen, that someone has transferred or may transfer money from your account without your permission, for example, by using the information from your check, call or write us at the telephone number or address listed at the end of this disclosure.

PROTECTED CONSUMER USE

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.

(1) Prohibition of compulsory use. No person may:

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

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

- (2) 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.
- (3) Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
- (4) 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 the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- (5) Prohibited means of identification.** Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.
- (6) 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.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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 you the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 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 if involving a Visa point-of-sale transaction processed by Visa or 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

By signing below customer acknowledges receipt of pages 1, 2, 3, 4, 5 and 6 of this notice:

Signed _____

Dated _____

INSTITUTION (name, address, telephone number, business days and hours)

LEE BANK

BRANCH LOCATIONS & PHONE NUMBERS

450 Pittsfield Lenox Road Lenox, MA 01240 (413)-499-9922

75 Park Street, Lee MA 01238 (413)243-0117

Elm Street, Stockbridge MA 01262 (413)298-3611

279 Main Street, Great Barrington MA 01230 (413)528-5531

75 North Street, Pittsfield MA 01201 (413) 445-7270

Monday through Friday, Except Federal Holidays.

Please Contact your Local Branch for Hours of Operation.

ADDITIONAL INFORMATION:

For Kasasa/InControl Checking Accounts Only:

When you use an ATM not owned by us, you may be charged a fee by the ATM Operator or network. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. If you meet the monthly qualifications for Kasasa Cash, Kasasa Cash Back or Kasasa Tunes, those fees will be reimbursed up to a maximum of \$25.00 per monthly qualification cycle.

ATM fees of \$4.99 or less will be reimbursed up to a maximum of \$4.99 per individual transaction. ATM fees of \$5.00 or higher will be reimbursed if the appropriate ATM receipt is presented to a Community Banker at one of our branches. If you believe that you have not been reimbursed the correct amount, please contact us. We must hear from you no later than 30 days after the statement cycle when the reimbursement was applicable. Note: ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards within this account.