

**EAGLE BANK**  
**ONLINE & MOBILE BANKING AGREEMENT**

**ONLINE & MOBILE BANKING TERMS & CONDITIONS**

This Online and Mobile Banking Agreement (the "Agreement") is entered into between Eagle Bank and any customer who uses Online Banking and Mobile Banking for online banking, mobile banking and bill payment. This Agreement governs the terms and conditions for your use of Eagle Bank's Online Banking and Mobile Banking.

**A. DEFINITIONS**

1. The words "You" and "Your" means the Eagle Bank Account holder who has accepted this Agreement.
2. The words "we," "us," "our," and the "Bank" means Eagle Bank.
3. The words "Online and Mobile Banking Services" mean the services available to you under this Agreement that permit you to communicate with us, access information about your Account and initiate certain transaction requests involving your Account using your internet-enabled computer or mobile device, as more specifically described below.

**B. AGREEMENTS**

Before you use Online and Mobile Banking Services, please read this Agreement, the Bank's Privacy Policy or other agreements governing the terms of your account, and any relevant Account Disclosures in their entirety. By choosing to use Online and Mobile Banking Services, you agree to the terms and conditions in this Agreement, and any changes in such terms and conditions that we make from time to time (see the section titled "Changes to this Agreement," below). If you do not agree with the terms and conditions of this Agreement, you may not use Online and Mobile Banking Services. By using Online and Mobile Banking Services or by permitting any person to Online and Mobile Banking Services to access your account, you agree to the terms and conditions of this Agreement then in effect, and you agree to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use Online and Mobile Banking Services. Further, you authorize us or appropriate third parties to act on transaction instructions initiated through Online and Mobile Banking Services.

**C. COMPUTER REQUIREMENTS**

In this Agreement, your personal computer, tablet, mobile device, software, Internet browser, and the related equipment are referred to collectively as Your "Computer". You are responsible for the installation, maintenance, and operation of your computer. We are not responsible for any errors or failures caused by any malfunction of your computer, and we are not responsible for any computer virus or related problems that may be associated with the use of software or computer. You are also responsible for all telephone and/or cellular service charges incurred in connecting to Online and Mobile Banking Services and for charges by your Internet provider to provide connection to the Internet.

**D. ACCESS TO Online and Mobile Banking SERVICES**

You can use your computer to access Online and Mobile Banking Services 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods.

**E. ACCOUNT REQUIREMENTS**

Your Online and Mobile Banking Services accesses your Eagle Bank accounts as noted below.

1. Checking Accounts, Savings Accounts, and Money Market Accounts, Certificate of Deposit, and Consumer Loan Accounts: You may view updated balances and transactions and transfer funds or payments between these accounts.
2. You must be an owner of an Account in order to access Online or Mobile Banking Services. You agree that

each owner of an Account is authorized to access all funds held in that Account.

#### **F. USER TERMS**

1. Online and Mobile Banking Services - The following terms and conditions govern your use of Online and Mobile Banking Services. Eagle Bank reserves the right to modify these terms and conditions at any time. Your use of Online and Mobile Banking Services constitutes your acceptance of these terms and conditions and any modifications thereof. You agree that the following uses of Online and Mobile Banking Services are strictly prohibited.
  - a. You agree to indemnify, hold harmless, and defend Eagle Bank from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable attorney, accountant and expert witness fees) at your sole expense, arising from your failure to abide by these restrictions on use of Online and Mobile Banking Services.
    - i. Unauthorized communication of any charge or credit card information belonging to any other person or entity.
    - ii. Unauthorized communication of any information concerning any password or other User ID access number, code, or identification or any other proprietary information belonging to any other person or entity.
    - iii. Use of Online and Mobile Banking Services to copy, distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to you consenting to such activity. Copying, distributing or transmitting copyrighted materials, other than with permission as specified above, is expressly prohibited.
    - iv. Communicating any obscene or defamatory information including but not limited to online bulletin boards or in conjunction with e-mail.
    - v. Use of Online and Mobile Banking Services in violation of any telecommunication, postal, or other local laws or regulations of your country of origin or of the United States or in furtherance
    - vi. Eagle Bank and its suppliers make no warranties or representation of any kind with respect to Online and Mobile Banking Services, whether expressed or implied, including but not limited to merchantability or fitness for a particular purpose. Neither Eagle Bank nor its suppliers nor anyone else who has been involved in the creation, production or delivery of Online and Mobile Banking Services assume any responsibility with respect to your use thereof. No oral or written information or advice given by Eagle Bank or its suppliers or any of their employees shall create a warranty or in any way increase the scope of this warranty. You may not rely on any such information or advice. The foregoing constitutes Eagle Bank's sole and exclusive liability to you with respect to your use of Online and Mobile Banking Services.
  - b. You further agree:
    - i. That electronic transmission of confidential business and sensitive personal information is at your sole risk;
    - ii. That Eagle Bank has the right to monitor and review electronic transmissions online and in storage; and to remove or reject any material which Eagle Bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to you.

#### **G. BILL PAYMENT FUNCTIONS**

Online Bill Payment – If you opt-in to the on-line bill payment service, you will be prompted to review and accept the On-Line Bill Payment service agreement.

#### **H. SECURITY PASSWORD**

For security reasons, you will select your own password for accessing Online and Mobile Banking Services. You agree to keep this password confidential to prevent unauthorized use of Online and Mobile Banking Services and unauthorized access to your Account. As an additional safeguard, you should change Your password frequently. If you forget your password and are unable to re-set it online, please call 617-394-3695.

#### **I. CLIENT'S RESPONSIBILITY**

1. You are responsible for all transactions you authorize using Online and Mobile Banking Services. If you permit other persons to use your User ID and password to perform transactions, you are responsible for any transactions they authorize from your Account.
2. Regulation E (Reg E) protects consumers in electronic fund transfers (EFTs)—including debit cards, ATMs, and direct deposits—by limiting liability for unauthorized transactions to if reported within two business days. It mandates error resolution, provisional credit for long investigations, and requires upfront, clear disclosure of terms.

##### **Unauthorized Activity Liability:**

- **Within 2 business days:** Maximum liability is \$50.00
- **Within 60 days:** Maximum liability is \$500.00
- **After 60 days:** Potential for unlimited liability

**Please refer to the Electronic Funds Transfer Agreement Disclosure below on page 12.**

#### **J. BANK'S RESPONSIBILITY**

We are responsible for processing your instructions and requests. However, we will not be liable:

1. If you do not have adequate funds in an Account to complete a transaction, or if that Account has been closed.
2. If you have not properly followed the instructions on how to make a transfer if you have not given us complete, correct and current instructions so that we can make a transfer or bill payment.
3. If withdrawals from your Account have been prohibited by a court order such as garnishment or other legal process.
4. If your computer is not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment.
5. If the U.S. Postal service causes a delay.
6. If circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, telecommunication outages, postal strikes, delays caused by payees, fires, and floods. This list is not exhaustive.

#### **K. PERIODIC STATEMENTS**

We will mail or deliver to you, periodic statements for your Account. In addition to reflecting other account activity, your statements will include any transfers or bill payments you authorize using Online and Mobile Banking Services. It is your responsibility to notify us immediately if you detect an error on your periodic statement.

#### **L. REPORTING UNAUTHORIZED TRANSACTION**

If you believe that an unauthorized transaction has been made from your Account, please promptly call 1-617-394-3695.

#### **M. CHARGES FOR EAGLE BANK ONLINE AND MOBILE BANKING SERVICES**

There are no direct user fees for Online and Mobile Banking Services. We may change or add fees for Online and Mobile Banking Services at any time with thirty (30) days prior written or electronic notice. In using Online and Mobile Banking Services, you agree to the service charges and fees provided for in the "Fee Schedule" that will continue to apply to your Account(s).

#### **N. DISCLOSURE OF ACCOUNT INFORMATION TO OTHERS**

To protect Your privacy, we will not disclose information to third parties about you and your Account except:

1. When we have entered into an agreement with another party to provide certain Online and Mobile Banking Services. We will provide this party with information about your Account, your banking and bill payment transactions and your electronic mail messages in order to carry out your instructions.
2. Where it is necessary for completing transfers and bill payment.
3. To verify the existence and condition of a Bank Account for a payee or holder of a check issued through Online and Mobile Banking Services.
4. To comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information.
5. Any documentation which indicates that an electronic fund transfer was made shall be admissible as evidence and shall constitute prima facie proof.
6. At our discretion, we may disclose to affiliated companies' information about your Account and transactions you have made to or from your Account.
7. If you give us your written permission.
8. For any legitimate business need.

#### **O. NO SIGNATURE REQUIRED**

When using Online and Mobile Banking Services to pay bills, payment may be in the form of a paper draft. You agree that we may debit your Bank Account to pay paper drafts that you have not signed. Use of your Online and Mobile Banking Services User ID and password is your signature authorization. It is strongly suggested that you print all transaction confirmations.

#### **P. ALERTS**

Your enrollment in Eagle Bank's Services includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Eagle Bank account(s). Alerts are provided within the following categories:

1. Mandatory Alerts - provide you with important account notifications, such as information about changes to your Online and Mobile Banking Services password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
2. Account Alerts - provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Accounts.
3. Additional Alerts - must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Eagle Bank Online and Mobile Banking Services and Alerts menu within Eagle Bank's mobile banking platform. Account Alerts and Additional Alerts must be managed and/or added online through the service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Eagle Bank reserves the right to terminate its Alerts service at any time without prior

notice to you. Methods of Delivery. We may provide Alerts through one or more channels: (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) Your Eagle Bank Online and Mobile Banking Services message in-box, by an e-mail message. You agree to receive Alerts, and it is your responsibility to determine that each of the service providers described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

4. Alerts via Text Message - To stop Alerts via text message, you can make the change under alert settings within online banking. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Eagle Bank Online and Mobile Banking Services and click the box next to Your mobile number for the Alerts You would like to receive again. In case of questions, please contact customer service at 617-394-3695
5. Limitations – Eagle Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Eagle Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Eagle Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) Your reliance on or use of the information provided in an Alert for any purpose.
6. Alert Information - As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

#### **Q. CHANGES TO THIS AGREEMENT**

We may change this Agreement at any time. Changes to this Agreement will be effective immediately, except those changes which we are required by applicable law to tell You about in advance. Those changes will be effective immediately after we have given You prior written or electronic notice as required by applicable law.

You may obtain a current copy of this Agreement by calling us at our Customer Service at (617) 394-3695 or email us at [EBD@bankeagle.com](mailto:EBD@bankeagle.com) or writing to us at:

*Eagle Bank, Attention: Customer Service, 350 Broadway, Everett, MA 02149*

#### **R. ASSIGNMENT**

We can assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or duties to anyone else.

#### **S. TERMINATION**

Either you or we may terminate this Agreement and your Online and Mobile Banking Services enrollment at any time upon giving written notice of the termination to the other party. If you have a joint Account, then any one of you is authorized to terminate the Online and Mobile Banking Services service. We are not responsible for notifying any remaining account holders of the termination of Online and Mobile Banking Services. If you

terminate Online and Mobile Banking Services, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transactions from your Account, including any transfers or bill payments you have previously authorized. However, you must use Online and Mobile Banking Services to cancel any automatic recurring payments prior to termination; otherwise, we will continue to make such payments. If we terminate your use of Online and Mobile Banking Services, we reserve the right to make no further transactions from Your Account, including any transactions you have previously authorized.

If either you or we end your rights to use Online and Mobile Banking Services, we will no longer be required to complete any of your Online and Mobile Banking Services transactions. You will remain obligated to us under this Agreement for all your Online and Mobile Banking Services transactions, even if they occur or are completed after this Agreement is ended.

#### **T. GOVERNING LAW**

This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its provisions or conflicts of law.

#### **EAGLE BANK MOBILE BANKING TERMS AND CONDITIONS**

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of Eagle Bank or our service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Eagle Bank and its affiliates and service providers, including COCC, and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Eagle Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Eagle Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, You agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or

the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Eagle Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Eagle Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., cocaine, opioids), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Eagle Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that You will not attempt to: (a) access any software or services for which Your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other Clients of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Mobile Deposit Service. Remote Deposit Capture allows you to make deposits of checks to your checking accounts from home or a remote location by scanning an original check and delivering the image and deposit information to us or our processor using your mobile device. Upon enrollment in Mobile Banking, you will see the Deposit option.

1. Consumer Limits. Deposit up to \$6,000 a day. Newly established accounts are not eligible for 30 days.
2. Eligible Items. We can accept third-party check or checks payable to you, drawn on a US bank. We can't accept checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, travelers' checks, savings bonds, money orders, foreign checks, substitute checks, or returned checks, checks that are incomplete, postdated, or stale dated checks (more than 6 months old).
3. Endorsement. Items that can be deposited are checks payable to the account owner or joint owners that have been properly endorsed with "For Mobile Deposit Only to Eagle Bank" AND the owner's signature. NOTE: Any check that You attempt to deposit using your Mobile Device is subject to verification by Eagle Bank. Eagle Bank may reject any item for deposit for any reason, such as lack of proper endorsement, and will not be liable to You.
4. Availability. Deposit by 3:00 PM EST and Your funds will usually be available within the next two business days. Eagle Bank's funds availability exception policies also apply to deposits made via the Remote Service. In the event Eagle Bank receives a check image for deposit where it has reason to doubt the collectability of that deposit, we may delay availability of that deposit. In such cases, we will notify you of this action. Please keep your paper check until the funds are posted to your account. Once the deposit is confirmed please shred the check in a secure manner. Image Quality: The image of an item transmitted to Eagle Bank using the service must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.
5. Limitations of Service. When using the Services, you may experience technical or other difficulties. We cannot accept responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Services, in whole or part, or your use of the Services,

in whole or in part, immediately and at any time without prior notice to you.

6. User Warranties and Indemnification. You warrant to Eagle Bank that you will only transmit eligible items; images will meet the image quality standards; You will not transmit duplicate items; You will not re-deposit or re-present the original item; all information You provide to Eagle Bank is accurate and true; You will comply with all applicable rules, laws and regulations; You are not aware of any factor which may impair the collectability of the item; You agree to indemnify and hold harmless Eagle Bank for any loss for breach of this warranty provision. Please Note: All deposits are subject to verification and can be adjusted upon review. We reserve the right to deny access to the use of our Remote Mobile Service without prior notice if unable to confirm your authority to access the Remote Mobile Service or we believe such action is necessary for security reasons.
7. Disclaimer of Warranties. You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an “as is” and “as available” basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the services will meet your requirements or will be uninterrupted, timely, secure, or error-free. We make no warranty that the results that may be obtained will be accurate or reliable or that any errors in the services or technology will be corrected.
8. Limitation of Liability. You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of these services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if the bank has been informed of the possibility thereof.

#### Card Controls Additional Terms.

The following supplemental Terms of Use (“Supplement”) applies to the card controls feature (“Eagle Bank Card Manager”) within the Mobile Banking mobile application (“Mobile Banking App”), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Eagle Bank Card Manager. If Eagle Bank Card Manager are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Eagle Bank Card Manager, then the terms in this Supplement shall apply.

1. The Eagle Bank Card Manager feature is only available for debit cards issued by Eagle Bank that you register within the Mobile Banking App.
2. The Eagle Bank Card Manager alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Eagle Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant’s registered address.
4. Eagle Bank Card Manager may enable access to Eagle Bank and third parties’ services and web sites, including GPS locator websites. Use of such services may require Internet access and that You accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Eagle Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
8. Unless our account agreement with You states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which Eagle Bank reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

#### Alerts Additional Terms

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined

below). If Alerts are not available to You, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in Eagle Bank Online and Mobile Banking Services (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your Eagle Bank account(s). Alerts are provided within the following categories:

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- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from Eagle Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Eagle Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels: (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) Your Eagle Bank Online and Mobile Banking Services message in-box, by an e-mail message. You agree to receive Alerts through these channels, and it is your responsibility to determine that each of the service providers for the channels described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your channel service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, you can make the change under alert settings within online banking. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Eagle Bank Online and Mobile Banking Services and click the box next to your mobile number for the Alerts You'd like to receive again. In case of questions, please contact customer service at 617-394-3695.

**Limitations.** Eagle Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Eagle Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Eagle Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non- delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or

incomplete content in an Alert; or (c) Your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about Your accounts, and anyone with access to Your Alerts will be able to view the contents of these messages.

<https://www.bankeagle.com/privacypolicy>

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Eagle Bank and its affiliates and service providers, and its affiliates, may receive data about Your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Additional Considerations. Mobile Banking is currently offered as a free service of Eagle Bank. There may be additional data costs related to the use of the Mobile Banking service. You should review your current agreement or contact your mobile service provider for any charges that may apply for data usage on your phone.

## ELECTRONIC FUND TRANSFERS

### Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

#### **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 payment networks. 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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into to your checking or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or statement savings account(s).
- 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.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

#### **Eagle Bank Telephone Banking—types of transfers.**

You may access your accounts by telephone 24 hours a day at 1-877-387-4940 using your personal identification number, a touch tone phone, and your account numbers to:

- Transfer funds from checking to checking
- Transfer funds from checking to savings (*non-passbook*)
- Transfer funds from savings (*non-passbook*) to checking
- Transfer funds from savings (*non-passbook*) to savings (*non-passbook*)
- Make payments from checking to loan accounts with us
- Make payments from savings (*non-passbook*) to loan accounts with us
- Initiate stop payments on your checking accounts
- Get information about:
  - The account balance of your accounts
  - The transaction history on your accounts

## **Eagle Bank Online Banking**

You may access your account(s) via the Internet at [www.bankeagle.com](http://www.bankeagle.com) using your user ID and your password to:

- Transfer funds from checking to checking
- Transfer funds from checking to savings (*non-passbook*)
- Transfer funds from savings (*non-passbook*) to checking
- Transfer funds from savings (*non-passbook*) to savings (*non-passbook*)
- Make payments from checking to loan accounts with us (*excluding mortgages*)
- Make payments from savings (*non-passbook*) to loan accounts with us (*excluding mortgages*)
- Initiate stop payments on your checking accounts
- Apply to open accounts
- Get information about:
  - The account balance of your accounts
  - The transaction history on your accounts

## **Eagle Bank Online Bill Payment**

You may access your account(s) via the Internet at [www.bankeagle.com](http://www.bankeagle.com) using your user ID and your password to:

- Make payments from a designated checking account to any third party for whom you provide the payee's name, address, phone #, account number, payment amount, and payment date. Allow three (3) banking business days for an electronic payee and five (5) banking business days if the payee is paid by check for the payments.

## **Your Option to Limit Cash Withdrawals**

In addition to dollar amount limitations for withdrawals using your ATM or debit card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM or debit card and/or code to \$50.00 per day or some other amount acceptable to us.

## **ATM Transfers—types of transfers**

You may access your account(s) by ATM using your ATM card and personal identification number, or debit card and personal identification number to:

- Make deposits to checking account(s)
- Make deposits to savings (*non-passbook*) account(s)
- Get cash withdrawals from checking account(s)
- Get cash withdrawals from savings (*non-passbook*) account(s)
- Transfer funds from savings (*non-passbook*) to checking account(s)
- Transfer funds from checking to savings (*non-passbook*) account(s)
- Get information about:
  - The account balance of your checking accounts
  - The account balance of your savings (*non-passbook*) accounts

*Some of these services may not be available at all terminals.*

## **Types of ATM Card Point-of-Sale (POS) Transactions**

You may access your checking account to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

### **Types of Debit Card Point-of-Sale (POS) Transactions**

You may access your checking account to purchase goods, pay for services, and get cash from a merchant, if the merchant permits, or from a participating financial institution.

### **Currency Conversion and Cross-Border Transaction Fees**

If you effect a transaction with your debit card in a currency other than U.S. dollars, MasterCard will convert the charge into a U.S. dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Assessment of 20 basis points (0.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 90 basis points (0.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of 0.2% and a Cross-Border Transaction fee of 0.9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

### **Advisory Against Illegal Use**

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

### **Termination**

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

### **Minimum Account Balance**

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.

### **Fees**

- We do not charge for direct deposits to any type of account.
- Please refer to our separate Deposit Account Fee Schedule—Personal Accounts, for additional information about charges and dollar limitations.

### **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 funds transfer).

### **Documentation**

- Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machines or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

- Periodic Statements.
  - You will get a monthly account statement from us for your checking accounts.
  - For passbook accounts, if the only possible electronic transfers to or from your account are preauthorized credits, we do not send periodic statements. You may bring your passbook to us and we will record any electronic deposits that were made since the last time you brought in your passbook.
  - You will get a monthly account statement from us for your statement savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### **Pre-Authorized Payments**

- 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 is how:
  - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three (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. Please refer to our separate fee schedule for the amount we will charge you for each stop payment order you give.
- 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.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (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.

### **Changing or Stopping a Bill Payment Transaction**

Please refer to the Eagle Bank Online Banking and Bill Payment Help section within Eagle Bank Online Banking for information on changing or stopping a bill payment transaction you have previously scheduled.

### **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, except as otherwise provided in the agreement, 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:

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

- for certain routine disclosures necessary for the completion of a transfer; or
- for verification of the existence and condition of your account for a credit bureau or merchant; or
- to persons authorized by law in the course of their official duties; or
- to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- pursuant to a court order or lawful subpoena; or
- to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- as explained in the Privacy Disclosure (see the Eagle Bank Privacy Policy Notice).

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.

## Unauthorized Transfers

- Consumer liability.
  - Generally. 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 to minimize potential losses.
  - Additional limits on Liability for ATM/debit card when used for Point-of-Sale (POS) and ATM transactions. You will not be liable for any unauthorized transactions using your ATM/debit card when used for Point-of-Sale (POS) or ATM transactions, if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) you have promptly reported the loss to us when it was discovered that your card was lost or stolen, or unauthorized transactions have taken place. You may have a liability of up to \$500 if the loss is not reported within two (2) days of being discovered or unlimited liability if the transaction is not reported within 60 days of the periodic statement. "Unauthorized use" means the use of your debit card by a person other than you who does not have actual, implied or apparent authority for such use, and from which you receive no benefit.

Contact in event of unauthorized transfer. If you think your card or code has been lost, stolen or that someone has transferred or may transfer money from your account without your permission, for example, by using information from your check, call us at the telephone number provided or write to us at the address listed in 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.

- 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.

- 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 decided to waive these rights in settlement of a dispute or action.
- 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 to 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.
- 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.
- 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.
- 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, telephone us at 617.394.3623 or write us at Eagle Bank, 350 Broadway, Everett, MA 02149, 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.

- Tell us your name and account number (if any).

- 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.
- 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 (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 (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 (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.

EAGLE BANK  
350 BROADWAY  
EVERETT, MA 02149  
Tel: 617.387.5110

Business Days: Monday through Friday  
Business Hours: 8:30 a.m. to 5:00 p.m.  
Excluding Federal Holidays

More detailed information is available upon request

