

Online Banking Agreement and Electronic Funds Transfer Disclosure

To ensure the security and performance of your online banking, it is recommended that you use the current versions of Microsoft Edge®, Apple Safari®, Mozilla Firefox®, or Google Chrome™. Operating Systems supported for desktop include Windows 10, Windows 11, MAC OS (Monterey™) and MAC OS (Big Sur™), and for tablet Android 7 and iOS 15.

This Agreement and Disclosure provides information about the Online Banking service and contains the disclosures required by the Electronic Fund Transfer Act and related provisions of state law.

For the purpose of this document, "I," "me," "my," and "mine" shall refer to each Depositor who signs up for Online Banking. "You," "your," "Bank" or "Northern Bank", shall refer to Northern Bank & Trust Company.

A. Online Banking Service

Online Banking is a consumer electronic banking service. I may access Online Banking using a personal computer (PC), my Internet connection and signing onto the Bank's Website, NBTC.com.

B. Business Day

References to "business day" as used in this agreement mean Monday through Friday, not including federal holidays.

C. Service Available through Online Banking

Online Banking service allows me to:

- 1. Pay bills online;
- **2.** Make loan payments or transfer from my Northern Bank deposit account to my Northern Bank loan account;
- **3.** Transfer funds electronically (Transfers) to or from my checking, statement savings, or money market accounts subject to any limitations in this Agreement;
- **4.** Transfers from and to my Northern Bank accounts from external accounts at other banks;
- 5. Make and receive Person to Person Payments;
- **6.** View account history and statements online;
- 7. Download transactions from Online Banking account activity via Intuit Quicken® (if applicable);
- **8.** Open a new deposit account.

Collectively, these are referred to as the "Online Banking service."

D. General Information About Online Banking

I may use Online Banking virtually any time, day or night, 7 days a week. However, Online Banking may be temporarily unavailable due to Northern Bank's record updating, or technical difficulties. In addition, access to Online Banking is made available pursuant to a license agreement by and between Northern Bank and FIS Corporation, the Bank's core service provider. Any interruption of service or access caused or experienced by FIS will also prevent my use of the service. To use the services, I will need to enter my User ID and password and otherwise satisfy the system's security procedures.





I understand that in order to use Online Banking for bill payments, I must have a checking account or money market account with Northern Bank.

E. Transaction Procedures

Bill Payments and Transfers may be processed in three different transaction modes, as follows:

- 1. Current Transactions. I can designate a Bill Payment or Transfer to be processed during the session. If I schedule my Bill Payment before 9:00 PM EST (Eastern Standard Time) (8:00 PM CST Central Standard Time) on a business day, the initiation date will be the next business day. Bill payments scheduled after 9:00 PM EST (8:00 PM CST) on a business day will be initiated on the second business day following the session date. IntraBank (internal) Transfers will be processed immediately. If I schedule my InterBank (external) Transfer before 7:00 PM EST (6:00 PM CST) on a business day, the initiation date will be that same business day. InterBank Transfers scheduled after 7:00 PM EST (6:00 PM CST) will be initiated on the next business day following the session date. In all cases, sufficient funds must be available on the day and at the time I request the transaction. Current dated Bill Payments may be changed or canceled up to 9:00 PM EST (8:00 PM CST) on the business day before the Scheduled Initiation Date. Current dated IntraBank Transfers may not be changed or canceled for any reason once I have ended an Online Banking session, as funds are immediately deducted from my designated account. Current dated InterBank Transfers may be changed or canceled up to 7:00 PM EST (6:00 PM CST) on the business day of the Scheduled Initiation Date.
- 2. Future Transactions. I can designate a Bill Payment or any Transfer as a "future" transaction which may be made on a future date that I may designate up to 364 days in advance of the Scheduled Initiation Date. Sufficient funds in my account must be available by 9:00 PM EST (8:00 PM CST) of the business day before the scheduled Bill Payment date. For IntraBank Transfers, sufficient funds in my account must be available by 3:00 AM EST (2:00 AM CST) of the business day of the scheduled IntraBank Transfer date. For InterBank Transfers, sufficient funds must be in my account by 7:00 PM EST (6:00 PM CST) on the business day of the Scheduled Initiation Date. Future dated Bill Payments may be canceled or changed until 9:00 PM EST (8:00 PM CST) of the business day before the Scheduled Initiation Date. Future dated IntraBank Transfers may be changed or canceled until 3:00 AM EST (2:00 AM CST) on the business day of the Scheduled Initiation Date. Future dated InterBank Transfers may be changed or canceled until 7:00 PM EST (6:00 PM CST) on the business day of the Scheduled Initiation Date.
- 3. Recurring Transactions. I can designate a Bill Payment or Transfer as a "recurring" transaction, by requesting a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e. weekly, bi-weekly, monthly, etc.). I will designate a "start" and "end" date. Sufficient funds must be available by 9:00 PM EST (8:00 PM CST) of the business day before the scheduled Bill Payment date. For IntraBank Transfers, sufficient funds must be available by 3:00 AM EST (2:00 AM CST) of the business day of the scheduled IntraBank Transfer date. For InterBank Transfers, sufficient funds must be in my account by 7:00 PM EST (6:00 PM CST) on the business day of the Scheduled Initiation Date. Recurring Bill Payments may be canceled or changed until 9:00 PM EST (8:00 PM CST) on the business day before the Scheduled Initiation Date. Recurring IntraBank Transfers may be canceled or changed until 3:00 AM EST (2:00 AM CST) on the business day of the Scheduled Initiation Date. Recurring InterBank Transfers may be canceled or changed until 7:00 PM EST (6:00 PM CST) on the business day of the Scheduled Initiation Date.



800 273 6908



F. Bill Payments

- 1. Account Designation and Payees. All Bill Payments I make through Online Banking will be deducted from my designated checking account. I may use Online Banking service to make Bill Payments to a maximum of up to 4,999 payees. Any payee I wish to pay through e-Bank must be payable in U.S. Dollars and located in the United States or it's territories. Each payee must appear on the payee list I create with you and the account I am paying with must be in my name.
- **2. Processing.** In many cases, my Bill Payments are electronically delivered to the payee within two business days of the Scheduled Initiation Date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee. The bill payment service will calculate the delivery date based upon the method by which the payee will be paid.
- 3. I must allow sufficient time (2 or 5 business days, as indicated) for Online Banking to receive my request and process the Bill Payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on my invoice or provided in my agreement with the payee, not taking into account any grace period provided by the payee). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If I schedule my payment with sufficient time, and the payment was not received by the payee, or was received late, Online Banking Customer Service will assume responsibility subject to any exceptions provided within this Agreement and Disclosure.
- **4. Expedited Payments.** For an additional fee, I may pay my bills faster with Expedited Bill Payments, avoiding the need to schedule my payments days in advance. I may elect one of two methods: Expedited Electronic Payment or Expedited Payment by Overnight Checks; however, not all payees accept payments by either or both methods. The bill pay service will tell me if my payee will not accept payment by the method I choose. If I choose to pay my bill by Expedited Bill Payment, the following additional terms apply:
- 1. A fee will be charged for the service, as disclosed in the then current applicable Fee Schedule.
 - 2. Because these payments are processed quickly, I cannot stop an Expedited Bill Payment I have already ordered to be processed.
 - 3. Expedited Electronic Payments are limited by the cut-off time established by the payee for accepting same day payments. Payee cut-off times vary by payee; Overnight Check payments must be ordered before 7:45 PM EST (6:45 PM CST) for overnight delivery.
 - 4. Overnight Check payments can only be sent to payees with a valid street address within the continental United States.

Northern Bank is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated payee. Northern Bank is not liable in any way for damages I incur if I do not have sufficient funds in my account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of Northern Bank.



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Online Banking Customer Service will attempt to notify me via email on the Scheduled Initiation Date if a Bill Payment or Transfer is not processed because there are insufficient funds available in my account. I may also set up an alert on my online account, so Online Banking will send a message to my online account if a payment or transfer is not processed. Northern Bank is not responsible if Online Banking customer service is unable to reach me, whether or not this is due to events beyond the control of Online Banking Customer Service. Moreover, to take advantage of this service, I must keep Online Banking Customer Service aware of any changes in my current email address. In all cases, I am responsible for either making alternate arrangements for the payment or rescheduling the payment through Online Banking. In no case will you automatically resubmit a payment for me after funds have become available.

Payments executed electronically through an automated clearing house are subject to rules of the National Automated Clearing House Association (NACHA).

G. Transfers

- 1. InterBank (External) Transfers. Transfers between my account(s) with Northern Bank and account(s) at other financial institutions (foreign account) are accomplished through an automated clearing house (ACH) debit against the account funds are being transferred from and an ACH credit to the accounts funds are being transferred to.
 - **a.** In order to be accessible by Online Banking, accounts maintained at other financial institutions must be either a checking or a savings account and must be my accounts. I must provide the name of the institution, the routing-transit number, as well as the account number.
 - **b.** To ensure my security, before I add an outside account for external transfers, originate a new external transfer, edit an existing periodic external transfer, or change my phone number through online banking, I may be required to authenticate who I am, using a method of authentication I select. A small dollar transaction will be initiated to the foreign account for verification and I will receive a Bank Mail alert message when completed. The dollar values must be entered in the "verify external transfer account" screen to open the transfer relationship. If the test transaction fails or is rejected, for security purposes Northern Bank may decline my external transfer request(s) and any or all other transactions, and may close my account, with or without notice.
 - **c.** Funds from Interbank transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the account that received the funds.
 - **d.** External transfer credits to your Northern Bank account will be available no later than the next business day for existing customers. External transfer credits to your Northern Bank account will be available no later than five business day after the date of the transfer for new customers within the first thirty (30) days your deposit account is open.
 - **e.** InterBank Transfers can be scheduled, changed and deleted up until 7:00 PM EST (6:00 PM CST) on the business day of the scheduled initiation date.
 - **f.** External transfers scheduled to process on weekends or holidays will be rescheduled for the next processing date and a message is displayed alerting you to this change. Additionally, transfers scheduled for the 29th, 30th, or 31st of the month are interpreted as "month end" and will be processed on the last day of the month. A message is displayed alerting you to this change.





- **g.** A fee may be charged for external transfers. Please consult our Personal Fee Schedule for applicable fees. Fees are subject to change from time to time upon notice as may be required by law.
- 2. IntraBank Transfers. I may designate any number of my accounts at Northern Bank between which I may transfer funds electronically through Online Banking. I will receive immediate provisional credit upon completion of my Online Banking session for current IntraBank transfers made during the session. Current dated Transfers cannot be changed or canceled. IntraBank Transfers designated as "Future" or "Recurring" may be changed or canceled by 3:00 AM EST (2:00 AM CST) on the Scheduled Initiation Date.
- **3. Northern People Pay Payments (Person to Person).** Northern People Pay Payments ("People Pay") is an optional person to person payment system which allows deposit customers to send and receive money online in a fast and safe manner. This is a onetime payment feature and cannot be used for setting up recurring payments.

To be eligible for this service, I understand that I must have a checking account with the Bank.

If I have selected Account View, or Account View and Transfer with Bill Payment, I may originate the electronic transfer of funds from my account at the Bank to others (called "People Pay").

When I originate People Pay, I authorize the Bank and their service provider to initiate debit entries, upon my instructions, from my account and to transmit those funds to third parties. I may transmit funds in one of the following two ways: 1) via recipient's email or mobile number; or 2) as a deposit to the recipient's bank account. I understand that I select the method for each individual I choose to send money to with People Pay. I agree and warrant to the Bank that I will only originate People Pay from accounts for which I have the authority to transfer funds, and that by disclosing information to the Bank regarding those accounts to affect my transfers, and I am not violating any third-party rights.

- **a.** For payments via recipient's email or mobile number, the recipient must provide the Bank with an email address or a mobile phone number in order to receive notification of the payment with claim instructions. To ensure proper processing of the payment, the recipient should confirm the email address or mobile phone number they provide is valid and that they are able to log in and retrieve emails sent to that address or that they can receive text messages and access a website at the provided mobile phone number. To claim a payment, the recipient must access the link provided in the email or text message, successfully enter the claim number on the claim site, and provide the ACH routing number for the receiving bank, their account number at the receiving bank and the type of account (checking or savings).
- **b.** For payments via recipient's bank account, the recipient must provide an email address or a mobile phone number, the ACH routing number for the receiving bank, their account number at the receiving bank and the type of account (checking or savings). To ensure proper processing of the payment, the recipient should confirm this information with their bank prior to providing the information.





Limitations. For security reasons, the Bank has established limits on the amount of funds that can be transferred via People Pay. People Pay sent to the recipient's bank account, email or mobile number are limited to \$1,000 per transaction and \$1,000 in aggregate per day. The total of all People Pay payments from one account per day is \$1,000. The Bank reserves the right to change the People Pay dollar limit at any time. If the Bank decreases the dollar limit, the Bank will notify customers as required by law, but may not be required to send notification if the Bank is restricting payment limits for security purposes or because of excessive overdrafts. People Pay may only be originated on a single-entry basis.

If this service is used to transfer funds from an account held at another institution, please consult that financial institution's deposit account agreement as it may impose transfer restrictions.

It may take two to three business days for a payment initiated from the account via email, mobile, or deposit to the recipient's bank account to be received by the recipient.

People Pay is only available for consumer accounts.

Cut-offs. To ensure same day processing, the payment must be scheduled by 9:00 PM EST (8:00 PM CST). To ensure same day processing, the recipient must claim the funds by 9:00 PM EST (8:00 PM CT). Payments sent on non-processing days, such as weekends or Federal Holidays will be processed on the next business day. Recipient claims entered on a non-business day will be processed on the following business day. Person to Person payments cannot be scheduled to occur on a non-business day and cannot be modified, cancelled or recalled once the transfer has been entered.

The Bank is not responsible for payment delays due to recipient claiming funds or recipient entering wrong account information when claiming a payment.

Sufficient Funds. I understand that my account must have sufficient available funds for the amount of the payment plus any applicable fees at the time I schedule the payment and when the recipient claims the payment, or the transfer will be declined.

Claimed Payments. The Bank will not send a notification when a payment has been claimed. However, payment status can be confirmed by viewing the Outgoing Payments tab on the payment Service dashboard.

Cancelled, Declined or Rejected Payments. A payment can be cancelled before the recipient claims the funds. If the recipient declines the payment or does not claim the funds within 10 calendar days of the payment date, the transfer will be automatically cancelled. I understand that incorrect bank or account information will result in a rejected payment and may take up to 10 business days to receive credit back to my account.

Limitation on Liability. The Bank is relying on information that I entered on the payment instructions, and I am solely responsible for the accuracy of those instructions. Any errors, including incorrect recipient names, mailing addresses, email addresses, mobile telephone numbers, or bank or account number information, are my responsibility as the sender, and the Bank does not confirm or verify the information I enter prior to sending the payment. It is my responsibility to maintain the confidentiality of the information the recipient provides to you.





I understand that the Bank will not be liable for payments or transfers that are not properly completed in the following instances:

- If there is a hold on my Account, or if access to my Account is blocked, in accordance with any Banking policy. Please note that funds in the Account must be available to facilitate the payment or transfer. Recent deposits may not be available immediately. Please refer to the Funds Availability Policy provided at Account opening.
- If funds are subject to legal process or other encumbrance restricting the payment or transfer.
- If I have insufficient funds in my Account to complete the Payment.
- If my payment/transfer authorization terminates by operation of law.
- If I or a third party involving the Account or payment instructions provided the Bank incomplete or inaccurate information.
- If the Bank has a reasonable basis for believing that unauthorized use of my Internet Banking credentials or Account(s) has occurred or may be occurring.
- If recipient refuses to accept a payment,
- If I or the Bank terminates the Online Banking Agreement and Electronic Funds Transfer Disclosure or suspend or terminate the People Pay Service.

Fees. A fee may be charged for People Pay. Please consult our Personal Fee Schedule for applicable fees. Fees are subject to change from time to time upon notice as may be required by law.

H. Limitations on Services

- 1. Dollar Limitations. There is a maximum dollar limit of \$20,000.00 (or the available balance in my account, whichever is less) per Bill Payment transaction and \$20,000.00 in aggregate per day. There is a maximum daily limit of \$5,000.00 (or the available balance in my account, whichever is less) for Interbank (external) transfers per transaction; \$5,000 in aggregate per day; and \$25,000 in aggregate per calendar month. The maximum number of transfers is 10 per day and 100 transfers to my account per calendar month. The Bank reserves the right to change external transfer dollar limits at any time. If the Bank decreases the dollar limit, the Bank will notify me as required by law, but the Bank may restrict my transfer limits for security purposes or because of excessive overdrafts on my account. There is a maximum dollar limit of \$10,000.00 for an expedited bill payment.
- 2. Transfer Limitations. Except as provided in this Agreement, all Bill Payments and Transfers to and from an account are subject to the terms and conditions applicable to such account as set forth in the account agreement governing such account. Available Funds Required. All Bill Payments and Transfers initiated through Online Banking are subject to there being sufficient funds available in the affected account to cover the transfer on the Scheduled Initiation Date or earlier as stated in this Agreement.

I. Stopping or Modifying Online Banking Authorized Payments

My initiation of certain electronic fund transfers from my account will, except as otherwise provided in this disclosure, effectively eliminate my ability to stop payment of the transfer. **Unless otherwise provided in this agreement, I may not stop payment of electronic fund transfers, therefore I should not employ**



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electronic access for purchases, services or payments unless I am satisfied that I will not need to stop payment.

Bill Payments designated as current transactions cannot be stopped, canceled, or changed after 9:00 PM EST (8:00 PM CST) on the business day of my session date. I must cancel or change a future or recurring Bill Payment by 9:00 PM EST (8:00 PM CST) of the business day before the Scheduled Initiation Date. In order to change or cancel an Online Banking transaction designated as "Future" or "Recurring," I must use Online Banking and follow the instructions provided to me. I must cancel or change a future or recurring IntraBank Transfer by 3:00 AM EST (2:00 AM CST) of the business day of the Scheduled Initiation Date. InterBank Transfers designated as current transactions cannot be stopped, canceled or changed after 7:00 PM EST (6:00 PM CST) on the business day of my session date. I must cancel or change a future or recurring InterBank Transfer by 7:00 PM EST (6:00 PM CST) of the business day before the scheduled initiation date.

J. Authorization to Charge Accounts

I authorize you to charge my designated account(s) for any transactions accomplished using Online Banking, including the amount of any Bill Payment or Transfer that I make, and any charges for the service. I authorize you to process Bill Payments and to transfer funds according to the instructions you receive if the instructions are received from me through Online Banking. I authorize you to initiate any reversing entry or reversing file and to debit my accounts at Northern Bank or elsewhere, to correct any mistaken credit entry.

I understand that if a Bill Payment or Transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary.

K. Account Information: Electronic Notice

I may check the balance(s) of the Northern Bank accounts that are linked by access through Online Banking. (NOTE: the balance figure may not reflect recent transactions and may include funds which are not subject to immediate withdrawal.) I may get a listing of transactions posted to my account since my last monthly statement.

L. Fees

Applicable to All Fees and Charges

If I do not have sufficient funds in my account on the date the fee or charge is payable, I authorize you to automatically deduct the payment from my account as soon as funds are available.

M. Security Procedures

A password will be selected by me for security purposes. The password must consist of at least 8 characters up to 32 characters and must contain at least one alpha and one numeric character. My password is case sensitive. This password is confidential and should not be disclosed to third parties. I am responsible for the safekeeping of my password. I agree not to disclose or otherwise make the password available to anyone not authorized to sign on, or otherwise have access to, my accounts.

For purposes of secondary authentication, the Online Banking service will take note of my normal banking patterns. If you detect anything unusual, I will be prompted to answer security questions or authenticate myself using automated voice or SMS messaging before being allowed to log in.

275 MISHAWUM ROAD WOBURN, MA 01801





I represent that I have considered the security procedures of the Online Banking services and find that the security procedures are reasonable for verifying that a Bill Payment, Transfer or other communication purporting to have been issued by me is, in fact, mine and providing security against unauthorized communication. In reaching this determination, I have considered the size, type and frequency of Bill Payments, Transfers or other communications that I anticipate issuing to Northern Bank.

I understand and agree that the security procedures of the Online Banking services are not intended to detect any errors relating to or arising out of a Bill Payment, Transfer or other communication. I am solely responsible for the accuracy of the content of any Bill Payment, Transfer or other communication and its transmission to you.

N. Contact in the event of Unauthorized Transactions and Consumer Liability

I will tell you AT ONCE if I believe my Online Banking Password has been lost or stolen or that someone has transferred or may transfer money from my account without my permission. I will call the Customer Care Center at 800-273-6908 or write to you at 275 Mishawum Road, Woburn, MA 01801 Attn: Contact Center. If my Online Banking password has been used without my permission my liability will not exceed \$50.00.

- O. Liability for Failure to Make Payments or Transfers: If you do not send a payment or make a transfer on time, or in the correct amount according to my instructions given in accordance with this Agreement and Disclosure, you will be liable for damages caused. However, there are some exceptions. You will not be liable, for instance, if:
 - **1.** Through no fault of yours, my account does not contain sufficient funds to make the payment or transfer.
 - 2. The payment or transfer would go over the credit limit on my overdraft line of credit.
 - **3.** The equipment, ATM network, telephone lines, or computer systems were not working properly or were temporarily unavailable.
 - **4.** Circumstances beyond your scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that you have taken.
 - **5.** A court order or legal process prevents you from making a transfer or payment.
 - **6.** I have previously reported my, ATM/Debit card lost or stolen, or if you have a reasonable basis for believing that unauthorized use of my password or designated account has occurred or may be occurring or if I default under any agreement with you or I terminate this Agreement.
 - **7.** The payee does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in your agreement with me.

If any of the circumstances listed in subparagraph 3 or 4 occur, you will assist me with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.





P. Errors or Questions: I will telephone you at the Customer Care Center 800-273-6908 or write Northern Bank, Attention: Contact Center, 275 Mishawum Road, Woburn, MA 01801 as soon as I can, if I think my statement or receipt is wrong or if I need more information about a Bill Payment or Transfer listed on the statement or receipt. You must hear from me no later than 60 days after you sent the first statement on which the problem or error appeared.

I must:

- **1.** Tell you my name and account number.
- 2. Describe the error or payment I am unsure about and explain as clearly as I can why I believe it is an error or why I need information.
- **3.** Tell you the dollar amount of the suspected error.
- 4. If I tell you orally, you may require that I send my complaint or question in writing within ten business days.

You will determine whether an error occurred within 10 business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 days to investigate my complaint or question. If you decide to do this, you will credit my account within 10 business days for the amount I think is in error, so that I will have the use of my money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten business days, you may not credit my account. For errors involving new accounts, point-of-sale or foreign-initiated transactions, you may take up to 90 days to investigate my complaint or question. For new accounts, you may take up to 20 business days to credit my account for the amount I think is in error.

You will tell me the results within three business days after completing your investigation. If you determine that there is no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation. If my alleged error concerns a transfer to or from a third party, your investigation may be limited to a review of your own records. If you decide there was no error, I may want to contact the third party to pursue the matter further. Other Problems: If I believe an error other than an electronic funds transfer problem has occurred concerning a deposit account or if I have a problem regarding a credit account accessed by an ATM/Debit Card, I will refer to my monthly statement for instructions regarding how to have you resolve my question or correct an error.

Q. Other Conditions

I am responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which I access using Online Banking. You can terminate my Online Banking privileges with proper notice to me if I do not pay any fee required in this Agreement and Disclosure when due or if I do not comply with those agreements. The regulations governing my deposit account are set forth in the account disclosures provided to me at account opening and as amended from time to time. A copy of these disclosures may also be obtained from any branch office.

R. Change in Terms

You will mail or deliver a written notice to me at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, or increased liability to me.

275 MISHAWUM ROAD WOBURN, MA 01801





S. Laws Applicable to the Agreement

The laws of the Commonwealth of Massachusetts and any applicable federal laws will apply to this agreement. In the event that any provision of this agreement conflicts with any applicable law or regulation, this agreement shall be deemed to be modified to the extent necessary to comply with such law or regulation.

T. Illegal Use/Internet Gambling

I agree that I will not use my ATM card, Mastercard Debit Card, or account for any illegal activity or transaction. Further, I agree that I will not utilize your card or account for the purchase of any goods or services on the Internet that involve gambling of any sort. Such transactions include, but are not limited to, any quasi-cash or online gambling transaction, any electronic commerce conducted over an open network, and any betting transaction, including the purchase of lottery tickets or casino gambling chips or off-track betting or wagering. Notwithstanding the foregoing, in the event that such a charge is approved and processed, you will not be liable to me and I will be responsible for such charges.

U. Collection Expenses

If you take legal action to collect what I owe you, I will pay your reasonable expenses, including attorney's fees.

V. Evidence

Any documentation provided to me, which indicates that an electronic fund transfer was made to another person, shall be admissible as evidence of such transfer and shall constitute prima facia proof that such transfer was made.

W. Disclosure of Account Information to Third Parties

In order that my privacy may be protected, you will not disclose any information about me or my account to any person, organization, or agency except:

- **a.** where it is necessary for completing transfers; or
- **b.** in order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant; or
- **c.** to persons authorized by law in the course of their official duties; or
- **d.** to your employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- **e.** in order to comply with government agency or court orders; or
- f. to a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws; or
- g. By my written authorization which shall automatically expire after 45 days.

If an unauthorized disclosure has been made, you must inform us of the particulars of the disclosure within 3 days after you have discovered that an unauthorized disclosure has occurred.



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X. Right to Receive Documentation

Terminal Transfers — I can get a receipt at the time I make any transfer to or from my account using an ATM or point of sale terminal. However, I may not get a receipt if the amount of the transfer is \$15 or less.

Preauthorized Credits — If I have arranged to have direct deposits made to my account at least once every 60 days from the same party, I may call you at (800) 273-6908 in order to determine whether or not the deposit was made.

Periodic Statements — If my account is a checking account or money market account, I will receive a statement every month. If my account is a statement savings account, I will receive a statement for every month in which there is an electronic transfer to or from the account, otherwise, I will receive a quarterly statement.

Y. Terminating this Agreement

If I wish to terminate this agreement, I will notify Online Banking Customer Service at Northern Bank, 275 Mishawum Road, Woburn, MA 01801. If terminating this agreement involves canceling an Online Banking transaction, you must receive my written notice at least three business days before the transaction is scheduled to be made.