

## **LOST OR STOLEN CARDS, DISCLOSED PINS, UNAUTHORIZED TRANSACTIONS**

Tell us AT ONCE if you think your ATM/MasterMoney Debit Card, your secret PIN, or both, have been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of minimizing your possible losses. If you fail to give us notice of a lost or stolen card or a disclosed PIN and your card or PIN is used without your permission, you can lose not more than \$50.00.

If you think your card, your PIN, or both have been lost, or that someone has transferred or may transfer money from your account without your permission, contact our Main Office by phone at (508) 528-0088, in person during business hours or by mail. (Please see BUSINESS DAYS for address and hours of operation.) After bank business hours, call 1-800-528-2273, call internationally at 812-647-9794 or email FTPSLS@cmcone.com.

You should also call 508-528-0088 or write to the Main Office address listed if you believe a transfer has been made using the information from your check without your permission.

## **ERRORS OR QUESTIONS ABOUT ELECTRONIC BANKING TRANSACTIONS**

- In case of errors or questions about your electronic banking transactions, including NYCE and CIRRUS, direct deposits, and preauthorized payments, PhoneLink, Dean Bank Online and Bill Payment, contact our Main Office by phone at (508) 528-0088 or in person during business hours or by mail promptly. (Please see BUSINESS DAYS for address and hours of operation) You may contact us if you think your statement or receipt is wrong; if you need more information about a transaction listed on the statement or receipt; if you think a preauthorized deposit reflected in your passbook or on the statement we have sent you listing those deposits is wrong; or if you need more information about preauthorized deposits. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or after the problem or error was FIRST reflected in your passbook.

1. Tell us your name and account number.

2. Describe the error or the electronic banking transaction you think is incorrect and clearly explain why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you notify us orally, we have the right to require you to send us your complaint or question in writing within 10 business days following the date you notified us. We will report to you the results of our investigation within 10 business days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question following the date you notified us.

For errors involving new accounts, point-of sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we decide to use more time to investigate, within 10 business days following the date you notified us we will give you provisional credit for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days following your verbal notification, we may not provide you provisional credit.

We will send you a written explanation within three (3) business

days after we finish our investigation. You may ask for copies of the documents that we used in our investigation, and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request.

**OUR LIABILITY FOR FAILURE TO MAKE ELECTRONIC BANKING TRANSACTIONS** - If we do not complete an electronic banking transaction 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 in the following situations:

1. If, through no fault of ours, your account does not have enough money or collected funds to make the transaction; or

2. If your account has been closed or frozen; or

3. If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; or

4. If the NYCE or CIRRUS machine where you are making the transaction does not have enough cash; or

5. If the NYCE or CIRRUS machine was not working properly and you knew about the breakdown when you started the transaction; or

6. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken; or

7. If the funds are subject to legal process or other encumbrances restricting such transaction.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

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

1. For certain routine disclosures necessary for the completion of a transaction; or

2. For verification of the condition and existence of your account for a credit bureau or merchant; or

3. To persons authorized by law in the course of their official duties; or

4. To our employees, auditor, service providers, attorneys, or collection agents in the course of their duties; or

5. Pursuant to a court order or lawful subpoena; or

6. To a customer reporting agency as defined in Chapter 93 of the Massachusetts General Laws; or

7. By your written authorization which shall automatically expire 45 days after our receipt of your authorization. If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within three days after we have discovered that an unauthorized disclosure has occurred.

Protected Consumer Use Of Electronic Fund Transfers Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, business, 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:

1. Require you to use a preauthorized electronic fund transfer as a condition for 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

2. Require you to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of government benefit; or

3. Require you to pay electronically for 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 will be made, if such 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 decide to waive these rights in settlement of a dispute or action.

**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 a 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.

# DEAN BANK

What do you see?

**Main Office:  
Franklin**

21 Main Street, (508) 528-0088

**Bellingham**

411 Pulaski Boulevard, (508) 883-2000

**Blackstone**

8 Main Street, (508) 883-2122

**Mendon**

32 Hastings Street, (Route 16)  
Country Hill Plaza, (508) 634-0040

**Franklin**

Tri-County Vocational High School, (508) 528-1904

**www.deanbank.com**

E-Mail: [info@deanbank.com](mailto:info@deanbank.com)

Member FDIC • Member SIF



# ATM/MasterMoney™ Card Agreement & EFT Disclosure

# DEAN BANK

What do you see?

## ATM CARD AND MASTERMONEY™ DEBIT CARD CARDHOLDER AGREEMENT

This agreement covers the use of your ATM and MasterMoney Debit Card. You agree to the following:

1. You can use your card and your Personal Identification Number (PIN) on NYCE and CIRRUS® or other electronic banking machines or devices approved by us. You can use your card to obtain the services described in this Cardholder Agreement and the Electronic Funds Transfer Disclosure relating to your account or accounts which we have furnished to you. Some of these services may not be available at all locations.

2. All deposits and other transactions with your card are subject to later proof and verification. All items are received for collection. All credits are provisional and are subject to final payment. The acknowledgment form provided is not a binding receipt.

3. Your card and any replacement card remain our property. The card is not transferable. You will return it to us upon request.

4. Your PIN should be memorized and kept secret. In no event should it be written or carried with your card. If you believe that your PIN is no longer secret because it has been disclosed, you will notify us immediately.

5. You will promptly review all materials we send you, including account statements and notices. You will notify us immediately if you find any discrepancies between these materials and your records, particularly if you discover that an unauthorized use of your card, your PIN, or your account(s) may have occurred.

6. Any notices you give us should first be given verbally, in person, or by telephone and should be confirmed in writing immediately.

7. After you have given notice of a lost or stolen card, a disclosed PIN, or an unauthorized use to us by calling the phone number or writing to the address listed in the Disclosure Statement relating to your account or accounts, you will not be liable for subsequent unauthorized card transactions.

8. The use of the card will be governed by our rules and regulations and additional terms in the Electronic Funds Transfer Disclosure Statement relating to your account or accounts as are in effect from time to time.

9. We may amend this agreement at any time by mailing you a written notice of the substance of the amendment at your listed address at least 30 days before it is to go into effect. The amendment will be effective for transactions after its effective date unless you notify us in writing before that date that you will not use your card further and return your card to us; otherwise, you will agree to the amendment.

10. Either of us may terminate this agreement at any time by giving written notice to the other, but the termination will not affect previous transactions. Termination of this agreement does not terminate your account or accounts with us. Closing the account or accounts to which the card relates terminates this agreement simultaneously, and you must return all ATM and MasterMoney Debit Cards to the Bank.

11. Questions about the terms of this agreement will be decided by Massachusetts law, except to the extent that any applicable federal law controls. If there is any conflict between any terms of this agreement and Massachusetts or controlling federal law or regulations, that term shall be deemed to be modified to make it comply.

12. A “MasterMoney Debit Purchase” is defined as a purchase at a MasterCard® merchant where you sign (as opposed to entering

your PIN) for the transaction. Your rights relating to refunds and returned merchandise are the same as when you pay with cash or check. You must resolve issues of this type directly with the merchant. It’s the merchant’s own policy on refunds and returns that governs these transactions.

### ELECTRONIC FUNDS TRANSFER DISCLOSURE

If you have an ATM Card and/or MasterMoney Debit Card which we have issued to you to use with your checking, statement savings or Money Market Deposit Account, you may use ATM/MasterMoney card at automated teller machines (ATMs) and may use your MasterMoney card at Point of Sale (POS) merchants and at MasterMoney Debit merchants to make the following transactions on the accounts to which the card relates:

- At Dean Bank office ATMs, you can withdraw up to the withdrawal limits noted below subject to the available cash in your account(s), make deposits, transfer funds between your accounts and obtain the balance(s) on your accounts.

- At CIRRUS and NYCE ATMs, you can withdraw up to the withdrawal limits noted below subject to the available cash in your account(s), transfer funds between your accounts and obtain the balance(s) on your accounts.

- At POS and MasterMoney Debit merchants, you can use your card to pay for purchases, up to the limits noted below subject to the available cash in your account.

- Pay bills directly or by telephone from your checking or savings account in the amounts and on the days you request.

### Savings Products, including Money Market deposit accounts are subject to specific regulations regarding pre-authorized transactions.

From these accounts, you may make up to six (6) transfers and withdrawals (or combination of transfers and withdrawals) per statement cycle to another of your accounts or to a third party by pre-authorized, automatic, telephone, PhoneLink, Dean Bank Online, or any telephonic or electronic service Dean Bank may provide. (An agreement form may need to be completed with the Bank to initiate transfers for these services.) Only three (3) of the six (6) transfers or withdrawals may be made by check, draft, debit card, Point of Sale or similar order made payable to third parties. You may make unlimited deposits and withdrawals from all of these accounts in the lobbies of our branches or at ATMs. For each transaction in excess of the limitations described above, you will be charged an Excess Transaction Fee (see current fee information brochure). The account type will be changed to a NOW Checking account if abused.

**Phone Link (Telephone Transfers)** - A telephone transfer of funds from one account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties as stated in the previous paragraph.

**Dean Bank Online** - You may access your deposit accounts by computer and the Internet 24 hours a day using multi-factor identification, including your Sign-On ID and Password to a. view account balances on which you are authorized, b. transfer funds between checking accounts and savings accounts on which you are an owner, and c. transfer to make payments on any loans you may have at Dean Bank.

**Dean Bank Online Bill Payment** - If you have signed an agreement for this service you may access your transaction accounts to make payments to third parties.

Note: Dean Bank Online and Dean Bank Online with Bill Payment are governed by their respective access agreements and disclosures, which by reference are included as part of the Electronic Funds Transfer Disclosure for those utilizing these services.

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

**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: (a) Pay for purchases (b) Pay bills.

### WITHDRAWAL LIMITS

- ATM Withdrawal Limit: The daily withdrawal limit for consumer accounts is \$500.

- POS and MasterMoney Debit Purchasing Limit: The total daily purchasing limit for POS and MasterMoney Debit transactions is \$1500.

- You may make special requests for a maximum daily withdrawal limit up to \$2,500.00 and a maximum daily POS limit up to \$10,000, upon approval.

**Direct Deposits** - You can arrange for direct deposit of Social Security, payroll and other payments to one or more of your accounts. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, either the person or company sending the deposit will tell you every time they send us the money.

**Electronic Check Conversion** - You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.

**Electronic Returned Check Charge** - Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Receipts and Statements** - You can get a receipt at the time you make any electronic banking transaction to or from one of your accounts using NYCE or CIRRUS. You will get a monthly statement on your transaction(s). On passbook accounts where the only possible electronic banking transactions are preauthorized credits, if you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook. Any documentation provided to you which indicates that an electronic banking transaction was made shall be admissible as evidence of such transaction and shall constitute prima facie proof that such a transaction was made.

### CHARGES

- Dean Bank waives the fees for MasterMoney Debit, ATM, and POS transactions. However, other financial institutions may impose a surcharge to use their machines. You should be notified of the surcharge prior to completing your transaction so that you may cancel the transaction in advance if you do not wish to pay the surcharge fee.

- There is a fee for transfers that are made by Dean Bank via a Drawer Account in the amount of \$5.00. If a transfer is requested

and approved by telephone request, there is also a \$5.00 charge. There is no fee associated with transfers performed via PhoneLink or Online Banking.

**BUSINESS DAYS** - Our business days are Monday through Friday, excluding holidays.

*Lobby hours at our Main Office, 21 Main Street, Franklin, MA 02038:*

8:30 am - 4:00 pm Mon - Thurs; 8:30 am - 6:00 pm, Fri;

8:30 am - 12 noon Sat

*Drive-Up hours: Same as lobby hours except for Thursdays open till 6:00 pm*

*Lobby hours at our Bellingham Office, 411 Pulaski Blvd. 02019:*

8:30 am - 4:00 pm Mon - Wed & Fri; 8:30 am - 6:00 pm Thurs;

8:30 am - 12 noon Sat

*Drive-Up hours: Same as lobby hours except for Fridays open till 6:00 pm*

*Lobby hours at our Blackstone Office, 8 Main Street 01504:*

8:30 am - 4:00 pm Mon - Thurs; 8:30 am - 6:00 pm, Fri;

8:30 am - 12 noon Sat

*Drive-Up hours: Same as lobby hours except for Thursdays open till 6:00 pm*

*Lobby hours at our Mendon Office, 32 Hastings Street (Route 16) 01756:*

8:30 am - 4:00 pm Mon - Wed; 8:30 am - 6:00 pm, Thurs & Fri;

8:30 am - 12 noon Sat

*Tri-County RVT High School Branch, 147 Pond Street, Franklin 02038:*

10:30 am - 1:00 pm Mon - Fri when school is open

**Termination** - Either of us may terminate your ATM/MasterMoney Debit Cardholder Agreement at any time by giving written notice to the other, but the termination will not affect previous transactions. Termination of the cardholder agreement does not terminate your account(s) with us. Closing the account to which the card relates terminates your cardholder agreement with us simultaneously.

**Stopping Preauthorized Payments** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting our Main Office by phone at (508) 528-0088 or in person during business hours (please see BUSINESS DAYS for address and hours of operation) or by mail, in time for us to receive your request three 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 return it to us within 14 days after you call. Please see our fee schedule for the charge on stop payment orders. 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.

If you order us to stop one of these payments three business days or more before the transaction is scheduled and we do not do so, we will be liable for your losses or damages up to the limit of the transaction.

**The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this disclosure, effectively eliminate your ability to stop payment of the transfer. Unless otherwise provided in the disclosure or accompanying statement, you may not stop payment of electronic fund transfers; therefore you should not employ electronic access unless you are satisfied that you will not need to stop payment.**