

**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

To report a lost or stolen Debit Card after business hours call toll-free 1-800-528-2273. Internationally, call 812-647-9794. You may also email FTPSLs@cmcone.com to report lost or stolen cards.

**Consequential Damages.** We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Telephone or Write us at the applicable telephone number or address listed immediately below in this section as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your account, no later than 60 days after the problem or error was FIRST reflected in your statement.

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

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

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

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) calendar days.

#### Contact us at:

21 Main Street • P.O. Box 307  
Franklin, MA 02038 (508) 528-0088

#### DEAN BANK DEBIT BUSINESSCARD AGREEMENT

As used herein, means a person receiving an accepted access device or Banking Card ("Card") and Personal Identification Number ("PIN") by Dean Bank ("Bank") which permits the use of the same to initiate transaction through the Bank's Automatic Teller Machines ("ATM") and Retail Merchants ("Merchants") Point of Sale Terminals ("POS.") By use of the

Card and PIN, Customer(s) agree to abide by the following rules and regulations.

- (1) The Card is and shall remain the property of the Bank and may be cancelled at any time with or without cause or with or without notice. An expired or revoked card must be surrendered immediately upon demand by the Bank.
- (2) The Bank is hereby authorized to debit or credit the applicable accounts, which now stand in the name of Customer and which shall be maintained by Customer at all times with sufficient balances to cover all withdrawals according to transactions selected by Customer through use of the card.
- (3) Some of the applicable accounts and respective transactions may not be available to all ATM or POS machines.
- (4) Overdrafts are not permitted, unless the customer has an existing agreement with the Bank to cover overdrafts with their existing overdraft protection. Otherwise, Bank retains the right to debit any of the customers accounts for the amount of such overdraft plus an overdraft fee for each such overdraft incurred by the Customer from the use of the Card.
- (5) The Card and PIN are provided for the Customers' use and protection. Customer shall, at all times:
  - (a) safely keep the Card and PIN and not permit any other person to use them;
  - (b) not disclose the PIN or record it on the Card or otherwise make it available to any person;
  - (c) use the PIN as instructed and for purposes authorized by the Bank and not permit any unauthorized use thereof not withstanding any other provisions of these rules and regulations or others disclosed to Customer.
- (6) Bank herewith has provided to Customer all required documentation disclosing any regulations as outlined by the Laws of the State of Massachusetts or Federal Law when applicable.
- (7) These rules and regulations supplement all other agreements between Customer and Bank, and rules and regulations with respect thereto, which may govern the Customer's account with the Bank.
- (8) Upon default by Customer in the performance of the obligations contained in this Agreement or any other obligations to the Bank or in the event of death, assignment for the benefit of creditors or the commencement by or against Customer of bankruptcy proceedings, the Bank may immediately terminate this Agreement and all sums withdrawn by Customer hereunder shall be deducted from the applicable accounts or if said accounts are insufficient, then from any other accounts, deposits or property of Customer in the hands of the Bank.
- (9) Except in the case of gross negligence or willful misconduct on the part of the Bank, or any Merchant, Bank shall not be responsible or liable for any loss or any damage or other harm which may result from any use or misuse by any person of the Card or PIN or from any mechanical or operational failure of any

equipment through which the Services are performed and Customer waives all claims and releases Bank and the Stores from all responsibility and liability therefore.

- (10) Customer may terminate this Agreement by request in writing to Bank and surrender the Card. If this agreement is signed by two persons the Bank reserves the right to delay such termination until notice is given to the other person of such termination.

## Debit BusinessCard™ EFT Disclosure and Card Agreement

# 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



## Debit BusinessCard™ Agreement Terms and Conditions

**Introduction.** This Debit BusinessCard Agreement (“Agreement”) contains contract terms and other important information relating to your Debit BusinessCard (“Card”). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

**Governing Law. Conflict with Applicable Law.** This Cardholder Agreement will be construed in accordance with the laws of MA. In the event of any conflict between provisions of the Cardholder Agreement and any applicable law or regulation, the provisions of this Cardholder Agreement shall be deemed modified in the extent, and only to the extent, required to comply with such law or regulation.

**Applicable Law.** This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

**Definitions.** Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” and “us” refer to Dean Bank. The words “you” and “your” refer to the owner of the specific account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card.

**Business Card Purpose.** You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale (POS) and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

**Account Requirement, Payment Responsibility, Transferability, Enforceability.** The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

**How to Use the Business Card, Security Procedures.** The Card allows Cardholders to directly access the business

checking account specified in your Card Application. We will issue Cards and Personal Identification Numbers (PIN) to you at your request. Each Card will identify your business as well as the Cardholder.

**Stop Payment. Unless otherwise provided in this agreement, you 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.**

### TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate.

**ATM Transfers.** You may access your account by using the Dean Bank Debit BusinessCard at any Dean Bank ATM location. You also have access to cash at hundreds of ATMs in the NYCE® and CIRRUS® networks. You may access your account by ATM using your Card and PIN to:

- Make deposits to your checking account
- Make deposits to your savings or money market account
- Make cash withdrawals from your checking account
  - o You may withdraw up to \$500 per calendar day per card up to your available limit and available balance.\*\*
- Make cash withdrawals from your savings or money market account\*
  - o You may withdraw up to \$500 per calendar day per day per card up to your available limit and available balance.\*\*
- Make transfers between your checking and savings or money market account\*
- Make inquiries about the balance in your checking, savings, and money market accounts.

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

**Point of Sale (POS) Transactions/Purchases.** You may access your checking account with your Card to make purchases (in person, by phone or via Internet), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that you can do with a credit card that a participating merchant will accept with a credit card.

Using your Card and/or PIN and/or signature, you may not exceed \$2,000 in purchases per calendar day, per card, up to your available limit and available balance.\*\*

*\* Transfers from a savings or money market account to any other account or to a third party by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no more than three by check, draft, debit card, or similar order to third parties. Please see our Business Fee Information disclosure for current fee for each excessive transaction.*

*\*\* You may make special requests for increased maximum daily cash withdrawal limits and maximum daily POS limits, upon approval.*

**Your Option to Limit Account Access and Cash Withdrawals.** In addition to dollar amount limitations for withdrawals using your Card and/or PIN that we may establish, you have the option to limit which accounts may

be accessed and to limit the amount of cash that can be withdrawn by your Card and/or PIN.

You can choose up to four (4) of the following four (4) limit options below on your Debit BusinessCard to control employee access. You may have up to five cards with different accessibility options on each card.

1. Inquiry
2. Withdrawal and Transfer From
3. Deposit and Transfer To
4. Point of Sale (POS) purchase transactions

**Currency Conversion.** If you effect a transaction with your Card in a currency other than US dollars, MasterCard™ International Incorporated will convert the charge into a US dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard cards. Currently, the conversion rate used by MasterCard International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

**Advisory Against illegal Use.** You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an on-line merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

### FEES

Please refer to our Business Fee Information disclosure for additional information on fees.

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

### DOCUMENTATION

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our ATM or point-of-sale terminals.

**Retain Copies for Your Records.** You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

**Periodic Statements.** You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

You will get a monthly account statement from us for your savings and money market (MMDA) accounts that will also include a record of transactions made using your Card, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- you do not have enough money in your account to make the transfer.
- you have an overdraft line and the transfer would cause you to exceed your credit limit.
- an ATM does not have sufficient cash.
- a terminal or system is not working properly and you knew about the breakdown when you started the transfer.
- circumstances beyond our control (such as fire or flood) prevent the transfer.
- a merchant refuses to accept your Card
- an ATM rejects your Card
- if the funds are subject to legal process or other encumbrance restricting such transfer.

There may be other limitations on our liability.

### UNAUTHORIZED TRANSFERS

**Additional Risk Associated with Use of Business Purpose Cards.** You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

**Your Liability for Unauthorized Transfers.** You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you think your Card and/or code has been lost, stolen, used, or may be used without your permission. Telephoning is the best way of minimizing your possible losses. **You could lose all the money in your account (plus your maximum overdraft line of credit).**

If your Card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or PIN will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 508-528-0088 during business hours.