

ELECTRONIC FUNDS TRANSFER DISCLOSURE AND CARD HOLDER AGREEMENT

Go Blue Banking (Brought to you by Bluestone Bank)

INITIAL DISCLOSURE OF TERMS AND CONDITIONS OF ELECTRONIC FUNDS TRANSFER SERVICES

Dear Customer,

This document includes a General Disclosure Statement and a Cardholder Agreement. We are providing you with the General Disclosure Statement in the event that you subscribe to electronic banking services, such as telephone banking, internet banking, bill payment, receiving direct deposits to your account or arranging to have regular payments made from your account to a third party.

If you request or possess a Bluestone Bank ATM or Debit MasterCard®, the Cardholder Agreement explains the services available to you and, together with the General Disclosure Statement, sets forth your rights and responsibilities in connection with the use of the Card. These agreements constitute a legally binding contract, and by selecting a Personal Identification Number ("PIN"), using the PIN assigned to you, or using the Card, you agree to comply with the agreements' terms.

Your ATM Card entitles you to use services offered by the Cirrus® and NYCE® Networks.

Your Debit MasterCard may be used anywhere MasterCard® is accepted.

Because your Debit MasterCard may be used at a MasterCard merchant without a password, as a security feature you cannot use this card until it is activated at an ATM terminal.

GENERAL DISCLOSURE STATEMENT

In addition to any other agreements applicable to such services, the following terms and conditions govern electronic fund transfer services and are provided to you in accordance with Federal and State law.

A. PREAUTHORIZED TRANSFERS

1. Right To Stop Payment: If you have instructed us in advance to make regular payments from your account to a third party, you may stop any of these payments. Simply call us at 800.356.8622 or 508.884.3300, or write us at: Bluestone Bank, 756 Orchard Street, Raynham, MA 02767. We must receive your request at least three business days before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to us within 14 days after you call. Refer to our Schedule of Fees for the stop payment fee. If you are canceling the authorized payment you must also notify the party to which the payment would have been made.

2. Liability For Failure To Stop Payment: If you instruct us to stop a preauthorized payment at least three business days before the transfer is scheduled to be made, and we do not do so, we will be liable for any losses or damages you sustain as a direct result of our failure to stop payment. We may electronically debit your account for a returned check or other similar charge if you write a check on your account which is subsequently returned because of insufficient funds in your account. We are not responsible for any failure by the merchant or other payee to notify you that a transaction will be processed as an EFT or that a fee imposed for returned checks will be debited electronically from your account.

3. Notice of Varying Amounts: If these regular payments vary in amount, the person whom you are paying will notify you ten days before each payment, of the payment date and amount. At your option you may choose to receive this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount will fall outside certain limits you set.

B. DOCUMENTATION OF TRANSFER

1. Terminal Transfers: You will receive a receipt at the time you make any withdrawal, transfer, or purchase using your ATM card or Debit MasterCard. You may not receive a receipt if the amount of the transaction is \$15 or less.
2. Preauthorized Credits: If you have arranged to have direct deposits made to your account at least once every 60 days from the same third party, you may call us at 800.356.8622 or 508.884.3300 to find out whether or not the deposit has been made.
3. Periodic Statements: You will receive a monthly account statement unless no transfers have been made in a particular month; in any case, you will receive a statement at least quarterly.

C. LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. if, through no fault of ours, you do not have enough money in your account to make the payment or transfer;
2. if the payment or transfer will go over the credit limit on your overdraft line;
3. if circumstances beyond our control (such as fire or flood) prevent the payment or transfer, despite reasonable precautions we have taken;
4. if the terminal where you are making the transfer does not have enough cash;
5. if the terminal or system was not working properly and you were aware of the malfunction when you started the transfer; or
6. if we are legally restricted from transferring the funds in your account. There may be other exceptions stated in our agreement with you.

D. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

In order to protect your privacy, we will not disclose any information about you to any person, organization or agency except:

1. for certain disclosures necessary for the completion of a transfer;
2. for verification of the condition and existence of your account for a credit bureau or merchant;
3. to persons authorized by law in the course of their official duties;
4. to our employees, auditors, service providers, attorneys or collection agents in the course of their duties;
5. pursuant to court order or lawful subpoena;
6. to a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws; or
7. by your written authorization which shall automatically expire after 45 days;
8. in accordance with our Privacy Notice.

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.

E. IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Promptly telephone us at:

508.884.3300 or 800.356.8622

Monday through Friday (excluding Holidays) between
8:30 a.m. and 5:00 p.m., or write us at:

Bluestone Bank

756 Orchard Street

Raynham, MA 02767

If you (a) think your statement or receipt is wrong, (b) you need more information about a transfer listed on the statement or receipt, or you need more information about preauthorized deposits. You must notify us within 60 days after we sent the FIRST statement on which the problem or alleged error appeared.

1. Provide us with your name and account number.
2. Describe the alleged error or the transfer which you think is incorrect, and explain as clearly as possible why you believe it is an error or why you need more information.
3. Specify the dollar amount of the suspected error.

If you notify us orally, we have the right to require that you send us your complaint or question in writing within ten business days following the date you contacted us.

We will report to you the results of our investigation within ten business days following the date you notified us. We will promptly correct any error. If we need more time however, we may take up to 45 calendar days following the date you notified us to investigate your complaint or question. In such cases, we will recredit your account within ten business days for the amount you think is in error, so that you will have access to the money during the time it takes us to complete our investigation. If we ask that you put your complaint or question in writing and we do not receive it within ten business days after you orally contacted us, we reserve the right not to recredit your account.

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.

In the event we determine that there was no error, this provisional credit, (if granted initially) will be reversed, and we will send you written explanation within three business days after we have completed our investigation. You may ask for, and we must make available to you for inspection, copies of the documents we used in our investigation. Upon your request, we will provide you with copies of these documents for a reasonable fee covering our duplication costs. If the alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records. If we determine that there was no error, you have the option to contact such third party to pursue the matter further.

F. CHARGES FOR ACCOUNTS, TRANSFERS, ACCOUNT MAINTENANCE AND OTHER ASSOCIATED CHARGES.

Service charges for using your banking card at any of our Automated Teller Machines will follow the same schedule of charges associated with all Bluestone Bank Accounts. Additional charges per transaction may apply. A complete listing of all current account charges will be made available to you upon request.

There is no charge for transactions involving preauthorized electronic transfers made directly to or from your account, such as Social Security.

1. Charges for Transfers By Means Of Your Card. Refer to the most recent Schedule of Fees that was provided to you. Notice Regarding ATM Fees by Others: If you use an automated teller machine that is not operated by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network.
2. Charge For Replacing Cards. Refer to the most recent Schedule of Fees that was provided to you.
3. Bill Payment Fees
Refer to the most recent Schedule of Fees that was provided to you. We reserve the right to change fees at any time and we will mail you notice of such change at least 30 days before it becomes effective if the change negatively impacts you.

G. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

1. Account Access - You may use your card and PIN at any Cirrus® or NYCE® terminal to:

- Check the balance in your checking, savings, and money market accounts.
- Make withdrawals from your checking, savings, and money market accounts.
- Make deposits or loan payments by depositing cash, check or money order along with a deposit ticket or payment coupon (only available at certain Bluestone Bank terminals).
- Make transfers to and from your checking, savings, and money market accounts.
- Make point-of-sale purchases. You may not use your card to purchase goods or services from your savings account.
- Conduct other transactions as we add services and features.

Some of these services may not be available at all terminals. You also may have chosen limited access by electronic means to one or more of your accounts.

2. You may pay for purchases wherever MasterCard is accepted using your Bluestone Bank Debit MasterCard. We will not make cash refunds or any other refund on purchases with your Card. We will not be liable if a merchant refuses to honor your Card. You must handle any claim or defense for a purchase directly with the merchant or business establishment that accepted or refused to accept your Card. You may not assert disputes you may have with a merchant against us, for example, when you believe that the goods or services paid for with your Card were defective, not delivered or not as promised. Any such dispute is solely between you and the merchant, and you must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to make. Any merchant credit vouchers for returns or adjustments will be credited to your account when received by us.
3. All Bill Payments you make through Bluestone@Home will be deducted from your designated checking account. Your payees must all be located within the United States and accept payment in U.S. Dollars. Each payee must appear on the payee list you create and the bill you are paying must be in your name. You may not use Bluestone@Home to make payments to federal, state or local governments. Some other categories of payees may also be restricted, such as court-ordered payments like child support.
4. Automated Clearinghouse Transactions – Under certain circumstances, you may authorize a merchant or payee to initiate a one-time electronic funds transfer (EFT) from your account through an automated clearinghouse. You can do this, for example, (1) by providing the merchant or payee with a blank, partially completed or fully completed and signed check drawn on your account to capture certain information, such as our routing number, your account and serial numbers, or (2) by authorizing the merchant or payee to electronically debit your account for a returned check or other similar charge if you write a check on your account which is subsequently returned because of insufficient funds in your account. We are not responsible for any failure by the merchant or other payee to notify you that a transaction will be processed as an EFT or that a fee imposed for returned checks will be debited electronically from your account.
5. **Limitations on Frequency and Dollar Amounts Of Transactions** – You may use your card at automated teller machines or at point-of-sale terminals to withdraw cash up to a maximum of \$509* per business day, per card as long as your available balance exceeds this limit. ATM cash withdrawals are limited to five per day.

You may also choose to have a dollar limit lower than \$509 or a number of withdrawals limit lower than five, you need only inform us.

You may use your Bluestone Debit MasterCard to make PIN based or signature-based purchases up to \$1,000* each per day, with an aggregate limit of \$1,500 per day.

Debit MasterCard purchases are limited to 25 per day. You may also choose to have a lower dollar limit or purchase number limit. You need only inform us.

*Some cards may have lower limits assigned by us, due to account experience.

Our Bill Payment Processor has a payment cap of \$9,999.00. The Bill Payment user interface limits the entry of payment amounts greater than this amount.

Our business days are Monday through Friday except holidays. Deposits and payments made through an ATM after 3:30 PM Monday through Saturday, or on a Sunday or federal holiday will be considered received and will be posted on the next business day.

You may not use your Card to transfer money to or from accounts which do not exist or which are not designated accounts. We shall not be required to complete any such transaction, but if we do, you agree to pay us any excess amount or any improperly withdrawn or transferred amount immediately upon request from us. We may impose additional restrictions or limitations on the use of your Card when we believe they are necessary to safeguard the Card against misuse.

6. **Telephone and Internet Transfers** - You may use the telephone banking or internet banking services to transfer funds between accounts and to check the balance in your accounts. You may transfer from your Checking, Savings, and Money Market accounts.

You may make unlimited transfers to any account, other than a Certificate of Deposit. You may also use internet banking services to pay most bills. You may use internet banking and telephone banking to pay Bluestone Bank loans. Closing an account terminates your telephone banking and/or internet banking transfer ability.

7. **Disclosure Statement - Uncollected Funds.**

Whenever a check is deposited into an account, there is a period of time required to collect the funds from the bank the check is drawn on. This collection period varies depending usually upon the location of the bank. Refer to our Funds Availability Policy for collection periods. Our Funds Availability Policy can be found in our lobbies, or may be requested by calling 800.356.8622 or 508.884.3300 during regular business hours.

H. INTEREST PAID ON ACCOUNTS.

The rate of interest paid on accounts that may be used for electronic funds transfer can be found in our Truth in Savings disclosure, or by calling 800.356.8622 or 508.884.3300 during regular business hours.

I. LIABILITY FOR UNAUTHORIZED TRANSFERS AND ADVISABILITY OF PROMPT REPORTING.

Tell us AT ONCE if you think your Card and your code, or both, has been lost or stolen or used without your permission. Telephoning is the best way if any, of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice of your lost or stolen card or code and your card or code is used without your permission.

If you think your Card, your code, or both have been lost or stolen, or that someone has transferred or may transfer money from your account without permission call:

800.236.2442 or 508.884.3300 immediately

CARDHOLDER AGREEMENT

1. You can use your card and your own password on Cirrus® or NYCE® or other banking machines or devices approved by us. You can use your card to obtain the services described in this agreement and the Electronic Banking Disclosure Statement 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 password should be memorized and kept secret. In no event should it be written on, or carried with, your card. If you believe that your password 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 materials and your records, particularly, if you discover that an unauthorized use of your card, or your account or accounts may have occurred.
6. Any notices you give us should first be given orally 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 password, or an unauthorized use to us by calling the phone number or writing to the address listed in the Electronic Banking Disclosure Statement relating to your account or accounts, you will not be liable for subsequent unauthorized card transactions IF YOU FAIL TO GIVE US NOTICE, YOU WILL BE LIABLE FOR LOSSES UP TO A MAXIMUM OF \$50.00.
8. The use of the card will be governed by our rules and regulations and the additional terms in the Electronic Banking Disclosure Statement relating to your account or accounts as 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.
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 a conflict between any terms of this agreement and Massachusetts or controlling Federal laws or regulations, that term shall be deemed to be modified to make it comply.
12. MasterCard requires all debit card issuers to participate in the Automatic Biller Updater Program, which allows for automatic update of a cardholder's expiration date or card number (if a new card number is issued) to merchants who have the cardholder's information on file for direct/recurring billing. You have the right to opt out of this service and can do so by contacting us at 800.356.8622 or 508.884.3300. If you do not opt out of this service, you will be automatically enrolled.