



# Electronic Fund Transfers

## Your Rights and Responsibilities

Effective November 1, 2024

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The Electronic Fund Transfers we are capable of handling for consumers are indicated below. Some may not apply to your account, and some functions may not be available at all terminals. Please read this disclosure carefully, because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### types of transfers, frequency and dollar limitations.

#### Prearranged Transfers

Pre-authorized credits. You may make arrangements for certain direct deposits to be accepted into your checking, money market, and/or savings account (s).

Pre-authorized payments. You may make arrangements to pay certain recurring bills from your checking, money market, and/or savings account (s).

#### Telephone Transfers

You may access your account(s) by telephone at 1-800-815-7056 using a touch-tone phone. You will need your account number(s), and your Personal Identification Number (PIN) to:

- Transfer funds from checking to savings, savings to checking, checking to checking, and savings to savings.
- Get checking account information
- Get savings account information
- Get loan account information

#### External Transfers

You may initiate external transactions, such as credits and debits to your account at BankProv from an account at another institution with the same or similar ownership, using our online banking platform. This service is available on all of our consumer checking, money market, and savings accounts.

You may not exceed more than \$5,000 in transactions per day, and \$25,000 in transactions per month. All incoming ACH transactions initiated through the external ACH module will be held for one (1) business day before they are made available.

#### ATM Transfers

You may access your account by ATM using your ATM/Debit card and PIN to:

- Make deposits to checking accounts\*
- Make deposits to statement savings accounts\*
- Make deposits to money market accounts
- Get cash withdrawals from checking accounts (you may withdraw no more than \$500.00 per day)
- Get cash withdrawals from statement savings accounts (you may withdraw no more than \$500.00 per day)
- Get cash withdrawals from money market accounts (you may withdraw no more than \$500.00 per day)
- Transfer funds from statement savings to checking/ money market
- Transfer funds between checking/ money market and statement savings
- Get checking account information
- Get statement savings account information
- Get money market account information

\*At a BankProv full function ATM

#### Point-Of-Sale Transactions

Using your ATM/Debit card you may:

- Access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant (if the merchant permits), or from a participating financial institution, and do anything you can do with a credit card.
- You may not exceed more than \$2,500.00 in transactions per day.
- You may restrict this amount or apply for a larger one.

**Computer Transfers** You may access your account(s) by computer at our website and/or via mobile banking using your User ID and password to:

- Transfer funds from checking to statement savings/ money market
- Transfer funds from statement savings to checking/ money market
- Transfer funds from money market to checking/ statement savings
- Make payments from checking to loan accounts with us
- Make payments from bill pay\* to vendors you set up

- Get checking account (s) information
- Get savings account (s) information

\*Bill pay is available from your checking account(s) only.

**Electronic Check/ Draft Conversion** You may access your checking account(s) by electronic check or draft conversion. Your authorization to make these types of electronic funds transfers may be expressed in writing, or implied through the posting of a sign.

You may make payments by electronic check or draft from Online Banking with bill-pay.  
(\$25,000.00 per day or preauthorized limit.)

**General Limitations - In addition to those limitations on transfers described elsewhere, the following limitations apply:**

**Termination of Agreement** Either of us may terminate this agreement at any time by giving written notice to the other. The termination of this agreement does not terminate your account(s) with the Bank. Closing your account(s) to which your EFTs are transacted terminates this agreement simultaneously.

**ATM /Debit Card Inactivity** If your ATM/Debit Card has not been used in the past 180 days, the card will be closed as a security precaution. Once your ATM/Debit Card is closed, it cannot be reactivated and a new card will need to be issued to you.

**Optional Cash Limitation** You have the option to limit the amount of cash that can be withdrawn by your ATM or Debit card to as little as \$50.00 per day or some other amount acceptable to us. You must request this limitation from us.

**ATM Fees** Refer to Fee Schedule for Non-BankProv ATM transaction fees associated with your ATM/Debit card.

**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). Refer to Fee Schedule.

#### Documentation

**Terminal Transfers** You have the option of receiving a receipt at the time you make any transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized Credits** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**Statements** You will get a monthly account statement or e-statement from us, unless there are no transfers in a particular month. In any case you will get a statement or e-statement at least quarterly.

### **preauthorization payments.**

**Right to stop payment and procedure for doing so** If you have authorized us to accept regular payments out of your account, you can stop any of these payments. Here's how:

- Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Refer to Fee Schedule for Stop Payment Fee.

**Notice of varying amounts** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **additional information required by massachusetts law.**

#### **Financial Institution's Liability**

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

- (1) Through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) You have an overdraft line and the transfer would go over the credit limit.
- (3) The automated teller machine where you are making the transfer does not have enough cash.
- (4) The terminal or system was not working properly and you knew about the breakdown when you started the transfer.

- (5) Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) The funds are subject to legal process or other encumbrance restricting such transfer.
- (7) There may be other exceptions stated in our agreement with you.

### Confidentiality

To protect your privacy, 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 transfer
- (2) For verification of the existence and condition 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 a court order or lawful subpoena
- (6) To a consumer reporting agency
- (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 3 days after we have discovered such an occurrence.

### Unauthorized Transfers

- (a) **Consumer liability.** Tell us AT ONCE if you think your card and /or code has been lost, stolen or used without your permission. Telephoning us is the best way of minimizing your possible losses. Call or write to us at the telephone number or address listed at the end of this disclosure. You can lose no more than \$50 if you give us notice of your lost or stolen card and /or code and your card and/or code is used without your permission.

### MasterCard Debit

#### (a) Additional Limited Liability for ATM/Debit Cards

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen MasterCard. This additional limit on liability does not apply to ATM transactions, to transactions using your Personal Identification Number which are not processed by MasterCard, or to commercial cards. MasterCard is a registered trademark of MasterCard.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed at the end of this disclosure.

#### (c) MasterCard Automatic Billing Updater

In order to reduce the number of declined recurring authorization requests, MasterCard has updated their systems to automatically refresh the information on file about your debit card(s). This includes, but is not limited to, debit card expiration dates and debit card closures.

### error resolution notice.

In case of errors, questions, or transactions on your account, please contact us at the telephone number or address listed on the front of your statement as soon as possible. This would include questions on electronic funds transfers, debit card transactions, if you think your statement, or receipt contains errors, or you need more information on any of these transactions.

In order to limit your liability, you should notify us no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. If you notify us later than this time frame, we will accept and investigate the problem or error, but you may be liable for the charges. We will need the following information from you:

- (1.) Provide your name and the account number.
- (2.) Provide the dollar amount of the suspected error.
- (3.) 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.

If you notify us verbally, we may require that you send us your dispute or inquiry in writing within 10 business days.

Once we have received the necessary information from you, we will inform you of the results of our investigation within 10 business days after we hear from you and correct any error promptly. For purposes of these disclosures, our business days are (Monday through Friday). Holidays are (not) included. If we need more time, we may take up to 45 calendar days to investigate your dispute or questions; however, the bank may take up to 90 calendar days to investigate errors on point-of-sale transactions, new accounts, and international transactions. If we decide to do this, we will credit your account within 10 business days 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 dispute or question in writing and we do not receive it within 10 business days, we may not credit 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 days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we find that no error occurred, we will send you a written explanation within 3 business days of the completion of our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available for your inspection.

BankProv  
EFT DEPARTMENT  
5 MARKET STREET  
AMESBURY, MASSACHUSETTS 01913  
EFT Business Days: Monday through Friday  
EFT Hours: 8:00 AM to 5:00PM  
Excluding Federal Holidays  
Phone: (877) 487-2977

This request and application is being made by all account owners of the account. I/We certify under penalty of perjury that the foregoing is true and correct.

**MORE DETAILED INFORMATION AVAILABLE ON REQUEST**