



ELECTRONIC FUNDS TRANSFER AGREEMENT

1. DEFINITIONS

- "We," "us" and "our" refer to DR Bank.
- "Account" refers to any account at our bank from or to which we allow electronic fund transfers ("EFT's").
- "You" and "your" apply to anyone who has an account with us and is authorized to use the applicable EFT.
- "ATM" refers to any of our automated teller machines where you can use your Card and PIN. The DR Bank design and logo appear on the Application, Card, and ATM's.
- "Point of Sale" or "POS" terminal refers to an electronic terminal at which you can use your Card and PIN to pay for goods and services by debiting an account. A POS transaction includes a transaction in which you use your Card and/or PIN to pay for goods and services by debiting an account, whether or not an electronic terminal is used at the time of the transaction.
- "Card" refers to the DR Bank ATM or Debit Card and any duplicates, renewals or substitutes we issue to you.
- "PIN" or "Code" refers, as applicable, to the personal identification code you agree to use to identify yourself when using an ATM, making a telephone transfer, or accessing the DR Bank Internet banking site. These three codes need not be the same.
- "Checking", "Savings" and "Money Market" Accounts refers to the DR Bank Account(s) that you have selected in your application for the EFT service.
- "Cash Reserve " means the Cash Reserve Agreement.
- "Available Funds" means the money in your account which can be withdrawn or transferred, together with any credit you may have available to you under your Cash Reserve Agreement. Available funds also include the balance of any Checking, Savings, or Money Market Account that is associated with your account as a "draw" account. Available Funds may be less than the entire balance in your account if, for example, we have placed a "hold" against certain funds in your account for a certain number of days to allow a reasonable time for checks deposited to or cashed against your account to clear.

2. WHAT IS AN "EFT"? An "EFT" is a transfer of your funds at our bank which is initiated electronically, for example, by telephone or computer or ATM. We currently offer the following EFT services:

- a) Direct Deposit.** You can arrange for the direct deposit to your Account of Social Security benefits or other deposits, such as payroll, that we allow to be deposited directly to your account through the computer.
- b) Telephone, Mobile and Online Banking Transfers.** You can use your account numbers and your applicable PIN to transfer funds by telephone, mobile banking or using our online banking service between your accounts on request. Any transfer called in by telephone after 3:00 PM, may result in a delay in making the transfer until the next business day. If we permit you to link your personal accounts to any business accounts for purposes of making transfers between such accounts, this Agreement will apply to such transfers. Depending on the Online Banking functions you request in your application for Online Banking, you will be able to perform some, or all the functions summarized below:
 - Obtain account balances and transaction information for your accounts.
 - Transfer funds between your deposit accounts.
 - Make payments to any person or business (a "payee") in the United States.
 - Schedule and make future payments as far as one year in advance.
 - Set up automatic, recurring future payments.
 - Review, change and cancel payments.
 - Inquire about specific payments.
 - Transfer funds to another financial institution in the United States.
 - Issue stop payments on checks drawn on your checking account(s).
 - Access periodic statements.
 - View images of checks.
 - Deactivate and activate ATM and/or Debit Cards

For security reasons, there are limits on the number of transfers you can make using the Services.



- c) **Preauthorized Payments.** You can arrange to have payments made from certain accounts automatically. These payments or transfers are made to third parties such as insurance and utility companies.
- d) **Services Available Through Our ATM's.** You may use your Card and PIN to do the following through our ATMs:
 - 1. Withdraw Available Funds from your Checking, Savings, or Money Market Account.
 - 2. Make deposits to your Checking, Savings, or Money Market Account.
 - 3. Transfer available funds between your Checking, Savings, or Money Market Accounts from either one to the other.
 - 4. Make payments on mortgages or certain other loans with us.
 - 5. If you have Cash Reserve, you can, by overdrawing your Checking Account, obtain a loan advance from the credit available under the Cash Reserve.
- e) **Other Services Available with your Card and PIN.** You can pay for purchases by accessing your Checking Account at merchants that have agreed to accept the Card and PIN. At the time of the purchase you may also be able to withdraw cash, subject to cash availability.
- f) In addition to terminal transfers, if you have a MasterCard® Debit Card, you can use your Card without your Code to access your checking account to pay for purchases over the Internet or at merchants displaying the MasterCard® logo. Such transactions are called MasterCard® Debit Card Purchases. The merchant's own policy on refunds and returns governs your rights relating to refunds and returned merchandise. You must resolve issues of this type directly with the merchant. If you wish to pay for goods or services using the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction.
- g) **Limitation on Availability of Services.** Some of these services may not be available at all ATMs or POS terminals. We are a member of "CIRRUS" and "NYCE" ATM networks and all the transactions described in (d) and (e) above may not be available at all ATMs or POS terminals where you can use your Card and different limitations on withdrawals, deposits and other transfers may apply.
- h) **Check Conversion Services.** You may authorize or consent to have a merchant or other business use your checks, or information from your checks, to create one- time electronic payments from your accounts.
- i) **Bill Payment through Biller's Web Site.** You can, through the web site of a participating biller, access your account to make a payment to that biller, by providing certain requested account information, such as information from your Card. There may be limits on the dollar amount you can pay in this way.
- j) **Account to Account Payments.** You can, at ATMs of participating financial institutions, or using other methods allowed by the participating institution, transfer funds from your account to another of your accounts or to an account of another person, by providing certain requested information from your ATM or Debit Card. There may be limits on the dollar amount you can transfer in this way.
- k) **Conditions of Debit Card Services.**
 - i. **Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.
 - ii. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
 - iii. **Foreign Transactions.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is either a government- mandated exchange rate or a wholesale exchange rate and is selected by MasterCard. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. This rate may differ from the rate applicable on the date the transaction occurred or was posted to your account.
 - iv. **Security of Access Code.** You may use one or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for



safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes or your Card, that authority shall continue until you specifically revoke such authority by notifying the Bank. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts.

- v. **Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all Debit Card transactions to or from any accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner may, and is hereby authorized by every other joint account owner, to make any transaction permitted under this agreement. Each joint account owner is authorized to act for the other account owners, and the Bank may accept orders and instructions regarding any Debit Card transaction on any account from any joint account owner.

3. AGREEMENT. By signing an application or by using your Card or by using an EFT, you agree to the rules in this Agreement for the type of EFT service that you use. You also agree that you will not use your Card, PIN, or any EFT service to conduct an illegal transaction or to pay for an illegal purchase. You understand that we may cancel your ability to conduct EFTs if we have reason to believe that you have used your Card, PIN, or any EFT service for any illegal activity.

4. LIMITATIONS ON TRANSFERS. We may limit the type and form of account to or from which we will allow EFT's.

a) **ATM and POS Transactions.** Unless higher limits have been established for your particular account, you may withdraw from ATMs no more than \$1,505.00, and conduct POS transactions totaling no more than \$3,000.00 per calendar day, per Card. The minimum withdrawal from our ATMs is limited to \$20.00, and above that amount withdrawals must be in multiples of \$20.00 and/or \$50.00.

b) **Debit Card Purchases.** If your Card is a MasterCard® Debit Card, you may use the POS transaction limit to make MasterCard® Debit Card purchases up to a combined POS and MasterCard® Debit Card purchase limit of \$1,000 per calendar day, per Card. When you make a MasterCard® Debit Card purchase, you authorize us to put a hold on your Account for the amount of the purchase. When the transaction has cleared, the funds on which we have placed a hold will be debited from your account. The dollar amount of the hold is based on the amount of the authorization requested. For some merchants, the amount of the authorization requested may be more than the amount of the purchase. For example, if you use your MasterCard® Debit Card to make a \$12.50 gasoline purchase at a gas station, the gas station may request a \$15.00 authorization. You agree that we are not responsible if we dishonor any other Point of Sale, ATM, check or any other transactions drawn on your account based on a MasterCard® Debit Card purchase. If on a particular day, the amount of Available Funds in your accounts, together with any credit you may have available to you under your Cash Reserve Credit account totals less than the amount stated in this section, including MasterCard® Debit Card purchases, you may not withdraw more than the total of Available Funds in your Account on that day. During a malfunction of the ATM, Point of Sale terminal or the computer system, we may limit the dollar amount and types of EFT's you can make including the types of Accounts you can access to conduct ATM, Point of Sale, and MasterCard® Debit Card terminal transactions. For security reasons, there may be other limits on the number of ATM, Point of Sale, and MasterCard® Debit Card terminal transactions you can conduct. Other limitations may apply at ATM's of other institutions.

5. DOCUMENTATION AND TELEPHONE INQUIRY. You have a right to receive certain types of documentation and information concerning EFT's.

a) **Periodic Statements.** You will get a monthly account statement.

b) **Preauthorized Deposits.** You can arrange to have direct deposits made to your account on a regular basis from the same person or organization.

c) If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or organization, you can call us at (203) 656-3500 to find out whether or not the deposit has been made.

d) **ATM or POS Record.** You can get a written record at the time you make a transaction through an ATM or POS terminal, or conduct a MasterCard® Debit Card purchase. This record will show certain information such as the amount of your transaction, the type of transaction, and the date of the transaction. Some ATMs may notify you that receipts are unavailable and may allow transactions without providing a receipt. If you use one of these ATMs, you waive your right to a written record of the transaction.



6. PREAUTHORIZED TRANSFERS FROM YOUR ACCOUNT.

a) Stop Payment. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To do so, call us at (203) 656-3500, visit a one of our branch locations, or write to us at DR Bank, P.O. Box 1045, Darien CT, 06820 Attention: Branch Manager 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 send it to us at an address we specify within 14 days after you call. If we require you to put your request in writing and send it to us within 14 days and you do not do so, then your oral stop payment order will cease 14 days after it has been made and we may make the payment if it is demanded by the particular person or organization involved.

NOTE: If you want to stop these preauthorized payments permanently, you must notify the person or organization you have told us to pay. A stop payment request which we receive will only stop the particular payment to which it applies. Check stop payment requests are only valid for six months. If you instruct us to stop these payments permanently, we will do so, but we may require you to send us a copy of your notice to the person or organization you told us to pay.

b) Notice of Varying Amounts. If these regular payments may vary in amount, the person or organization 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 ask the person or organization you are going to pay to give you this notice only when the payment would differ by more than a certain amount from the prior payment or when the amount would fall outside certain limits that you set. We will not be liable if the person or organization you are going to pay fails to give you notice of varying amounts.

c) Liability For Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and you comply with a request by us to put your request in writing (as explained above), then if we do not follow your request to stop payment, we will be liable for certain types of losses or damages which you suffer.

7. STOP PAYMENTS ON CERTAIN OTHER TRANSFERS. If you have authorized a transfer from your account by telephone or via the internet or app by providing information about your account number at this bank, or if you believe that a check you have issued on your account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting us at (203) 656- 3500 before the transfer is completed. We will require the exact dollar amount of the transfer, the name of the party to whom you gave the check or authorization, and the check number (if any).

8. ACH TRANSFERS. If you receive a credit from a third party into an account by means of an automated clearing house ("ACH"), any deposit or payment order via the ACH made to your account(s) will be provisional and subject to refund until final settlement through a Federal Reserve Bank occurs or the Bank has received payment as provided in 4A-403(a) of the Uniform Commercial Code. In such case, (a) the Bank does not have to give notice to you of receipt of the entry, (b) you agree that such entry may be transmitted through one or more ACHs, (c) you agree to be bound by the rules of such ACHs, and (d) your rights and obligations with response to such entry will be construed in accordance with and governed by the laws of the State of New York.

9. CHARGES. Any charges for EFTs are disclosed on the Schedule of Other Personal Account Fees under the heading "EFT Charges." 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).

10. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account in a timely manner in accordance with the terms and conditions of your account and normal banking procedures or in the correct amount according to your instructions, we will be liable for certain types of losses or damages which you suffer. However, there are some exceptions. We will not be liable in the following instances:

- a)** We will not be liable if, through no fault of ours, you do not have enough Available Funds in your account to make the transfer.
- b)** We will not be liable if the account has a "hold" on it for the amount of all or part of the funds necessary to make the transfer.
- c)** We will not be liable if the transfer would go over the credit limit in your Cash Reserve Credit.



- d) We will not be liable if the ATM or POS terminal or system was not working properly, and you knew or should have known about the breakdown when you started the transaction.
- e) We will not be liable if you do not give us, where applicable, your name, correct PIN and, where applicable, correct account numbers when starting the transfer.
- f) We will not be liable if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken.
- g) We will not be liable if we do not receive proper instructions or notification for the use of the account for EFT's or proper instructions for the particular transfer.
- h) We will not be liable if the ATM or POS terminal where you are making a withdrawal does not have enough cash.
- i) We will not be liable if the funds in your account are subject to legal process or other encumbrance restricting such transfer.
- j) We will not be liable if your Card has deteriorated or been damaged so that it does not function properly.
- k) We will not be liable if your Card or PIN has been reported lost or stolen.
- l) We will not be liable if you do not follow the procedures in this or any other agreement you have with us.
- m) We will not be liable if we did not complete the transaction because we reasonably suspected fraud or illegal activity.
- n) There may be other reasons under Federal or State law why we will not be liable.

11. CASH RESERVE CREDIT. If you have Cash Reserve credit, you may obtain credit in the form of loan advances under the terms disclosed to you in the Cash Reserve Agreement which you have already received EFT, the Card and PIN, and other devices may be used (as stated in section 1 (d)) of this Agreement).

12. BUSINESS DAYS. Our business days are Monday through Friday. Federal holidays are not included.

13. ACCOUNT INFORMATION DISCLOSURE. We will disclose information to third parties about your account or the transfers you make in the following instances:

- a) We will disclose information where it is necessary for completing transactions or collecting checks.
- b) We will disclose information as allowed by law in order to verify the existence and condition of your account for a third party, such as a credit bureau.
- c) We will disclose information in order to comply with any law, court order, or proper governmental request, such as subpoenas, tax information, bank examinations and reports of unusual cash transactions.
- d) We will disclose information if you give us your written permission.
- e) We will disclose information to our agents, auditors and collection attorneys.
- f) We will tell a holder of one of your checks whether it would be paid if presented at the time of the request.
- g) We will disclose information to government officials in connection with suspected violations of law.
- h) We will disclose information to third parties if you owe us money and we must take legal action to get it.
- i) We may disclose information relating to an account which does not identify you or your account.
- j) We may disclose information relating to your account which is allowed to be disclosed under the State and Federal Privacy Laws.

14. SAFEGUARDING YOUR CARD AND PIN. You agree to protect your Card and PIN. You should not keep your Card and PIN in the same place. The best practice is to memorize your PIN and destroy the paper on which it is written. Do not tell your PIN to anyone who is not allowed to use your Card.

15. IF YOUR CARD OR PIN IS LOST OR STOLEN. If you believe your ATM or MasterCard® Debit Card and/or PIN has been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from your Account



without your permission call us at (203) 656-3500 between 8:30 a.m. and 5:00 p.m. on any business day, Monday through Friday or on Saturday between 9:00 a.m. and 12:00 p.m. Or write to us at:

**Electronic Banking Department DR Bank
P.O. Box 1045
Darien, CT 06820**

If someone uses your Card or PIN without your consent, you will give us a sworn statement about it. The statement will be on our form and completely filled out.

16. YOUR LIABILITY.

- a) General. Tell us AT ONCE (preferably by telephone) if you believe your Card or PIN (either the PIN for your Card, or PIN for telephone or online banking transfers) has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. If you do not promptly notify us of such loss or theft you might lose all your Available Funds. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do not tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you told us, you could lose as much as \$500.00. If your statement shows transfers that you did not make, tell us AT ONCE. If you do NOT tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we will extend the time periods.
- b) Special Rule for MasterCard® Debit Card Transactions. For MasterCard® Debit Card transactions, you will generally have no liability for unauthorized transactions. However, if we determine that the unauthorized transactions occurred because you did not exercise reasonable care in safeguarding your Card from the risk of loss or theft, or you did not promptly notify us of a loss or theft, the MasterCard limitations will not apply. MasterCard is a registered trademark of MasterCard International Incorporated.

17. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS. If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, call us or write us as soon as you can.

Our phone number for this purpose is: **(203) 656-3500**
Our address for this purpose is:

**Electronic Banking Department DR Bank
P.O. Box 1045
Darien, CT 06820**

If the error is related to a card transaction, please contact FISERV directly:

Dispute/Fraud number: 1-833-462-0798
Email Address: DisputeExpert@Fiserv.com
Mailing Address:

**Dispute Processing Center
P.O. Box 2716
Omaha, NE 68108-2716**

We must hear from you not later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number (if any).
2. Describe the error or the transaction 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 orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will correct any



error promptly. (We may extend this period to 20 business days if the error occurred within 30 days of the first deposit to your account.) If we need more time, however, we may take up to 45 days to investigate your complaint or question. (If the complaint or question concerned a transaction that was initiated in a foreign country, was initiated at a Point of Sale terminal, or occurred within 30 days of the first deposit to your Account, we may take up to 90 days to complete our investigation.) If we decide to do this, we will re-credit your Account within 10 business days (20 business days if the error occurred within 30 days of the first deposit to your account) for the amount you think is in error, so that you may have the 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, we may not re-credit your Account. We will tell you the results within three business days of completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

18. **SURRENDER OF CARD.** The Card belongs to us. We can take it back at any time. You agree to surrender the Card when we or our agents request it.
19. **OUR RIGHTS WITH REGARD TO OVERPAYMENTS.** If funds have been deposited into your accounts, to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owing from you to us and you authorize us summarily to withdraw such amounts from the account or any other account you have with us. We can do this without giving you prior notice or demand. We can also exercise our right of set-off to recover any such amount. (An example of such an overpayment to your account to which you are not legally entitled would be a Social Security payment received by direct deposit after your death.)
20. **ATTORNEY'S FEES.** If you bring a legal action against us, or if we bring a legal action against you, and the legal action involves EFT's or matters discussed in this agreement, you agree to pay all our attorney's fees if we win.
21. **NON-ENFORCEMENT OF OUR RIGHTS.** We can choose not to enforce or to delay in enforcing any of our rights under this Agreement without losing them in the future.
22. **AMENDMENTS.** We can change these rules, including, for example, adding or increasing fees. We will give you notice of these changes as required by law.
23. **ATM SAFETY.** The following information is a list of safety precautions regarding the use of ATMs:
 1. Be aware of your surroundings, particularly at night.
 2. Close the entry door to any ATM facility equipped with a door.
 3. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
 4. Refrain from displaying your cash at the ATM.
 5. If you are followed after making a transaction, go to the nearest public area where people are located.
 6. Do not write your personal identification number (PIN) or access code on your ATM Card.