



**Confirmation Code: 1890**

## **I. Online Banking Terms & Conditions**

Cambridge Trust Company hereby publishes the following terms and conditions for Client's use of banking services via the Internet, or the "Service" offered by Cambridge Trust Company. Copies of all agreements, including these Terms & Conditions, can be obtained at any one of our offices. Cambridge Trust Company reserves the right to modify these Terms & Conditions at any time, effective upon publication. Client(s) use of the Service constitutes agreement to these Terms & Conditions and any modification thereof, which are effective upon publication.

You authorize us to use third parties to provide the Service to you on our behalf.

### **A. Subscription to Services**

Use of the banking Service enables you to pay bills and perform banking transactions, and to communicate with us and our Online Banking service providers. Bill payment and banking services are provided by third parties on behalf of Cambridge Trust Company.

DURING ENROLLMENT, WHEN YOU CHECK OFF THE BOX ACKNOWLEDGING THE STATEMENT "I have read and agree to the terms of the Online Banking Agreement and Disclosure.", IT CONSTITUTES YOUR AUTHORIZATION FOR US TO MAKE PAYMENTS OR TRANSFERS VIA THE SERVICE ON YOUR BEHALF.

You may designate one or more of your Cambridge Trust Company checking accounts from which to make bill payment using the Service, each of which is referred to as a "Designated Account". You may not designate a savings account or money market account for bill payment through the Service. You may make payments to any merchant that agrees to accept payments through the Service. You agree to pay all fees associated with your use of the Service. If you apply and are approved for the Service, you will be charged for all fees whether you use the Service.

### **B. Services Provided Through Use of Online Banking**

You may use Cambridge Trust Company Online Banking Service to:

- Make payments from your designated Cambridge Trust Company checking account to any merchant that agrees to accept payments through the Service;
- Make payments on your Cambridge Trust Company loan accounts;
- Transfer funds between one or more of your Cambridge Trust Company accessible accounts via the Service; and
- Transfer funds between your Cambridge Trust personal accounts and external accounts that are owned by you at other U.S. financial institutions.

### **C. Limits on Transfers from Certain Accounts**

We may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including point-of-sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each savings or money market account you have per statement period for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device. Please refer to the Account Agreement for more information regarding transaction limitations.

#### **D. Payment Restrictions**

You may not use the Service to transmit child support, alimony, or other court-directed payments, nor to pay taxes or make other payments to government agencies. At this time, you may not make payments to foreign vendors or persons. Cambridge Trust Company reserves the right to limit the total amount of bill payments initiated each day.

**UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASE OF GOODS OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

#### **E. Merchant Payments and Restrictions**

You should schedule your payment dates at least seven to ten (7-10) Business Days in advance of the date your payment is due, not including any grace period.

The date the merchant credits the payment depends upon the merchant's payment processing procedures, and Cambridge Trust Company will not be responsible for any delay by the merchant in crediting the payment.

Subject to the terms and conditions of this disclosure, you authorize us and any third-party acting on our behalf to choose the most effective method to process your payment, including without limitation, electronic, paper or some other means.

#### **F. Confirmation of Payments**

Each time you properly execute and send a payment, the payment details will be displayed as confirmation. If you have deleted the payment successfully, the payment information will no longer be displayed.

If you have followed the procedures described in this disclosure for payments, including without limitation scheduling the payment at least seven to ten (7-10) Business Days in advance of the date your payment is actually due, not including any grace period, but are assessed a penalty or late charge by a merchant because your payment was received late, we will reimburse you for losses, including late charges, to the extent required by applicable law.

HOWEVER, IF THE PAYMENT DETAILS ARE NOT CONFIRMED BY EMAIL OR IF WE NOTIFIED YOU OF OUR REFUSAL OR INABILITY TO MAKE THE PAYMENT OR TRANSFER, WE WILL NOT BE LIABLE FOR FAILURE TO MAKE THE PAYMENT OR TRANSFER, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED BY YOU AS A RESULT.

#### **G. Right to Receive Documentation of Your Transfers**

*Periodic Statements.* If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

*Documentation as Evidence.* Any photographic or mechanical reproduction of any documents relating to your account(s) or to any transaction involving such account(s) that shall indicate that an EFT has been made shall be competent evidence of such EFT and shall have the same validity as any original document(s).

*Preauthorized Deposits.* 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 (844)251-4244 to find out whether or not the deposit has been made.

#### **H. Rights Regarding Preauthorized Transfers**

**Rights and Procedures to Stop Payments.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at: (844)251-4244 or write to Cambridge Trust Company, Client Resource Center, P.O. Box 380186, Cambridge, MA 02238-0186.

We must receive your call or written request at least (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to who the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**Notice of Varying Amounts.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted.

**Our Liability for Failure to Stop Preauthorized Transfer Payments.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**Your Responsibility to Notify Us of Loss or Theft.** If you believe your internet banking access code has been lost or stolen, call us at (844)251-4244 during normal business hours 8:00p.m. to 5:30p.m. EST or (800)236-2442 after hours or write to Cambridge Trust Company, Client Resource Center, P.O. Box 380186, Cambridge, MA 02238-0186.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **I. Consumer Liability**

Tell us at once if you believe your Access Device has been used without your permission. Telephoning is the best way to minimize your possible losses; and notice should be confirmed in writing. Your maximum liability is \$50.00.

However, if you fail to notify us within 60 days of the first appearance on your periodic statement of an unauthorized transfer of funds, you may be liable for all unauthorized transfers made after the 60-day period and liable for up to \$50.00 for unauthorized transfers made prior to that date. We must establish that we could have prevented those unauthorized transfers if you had reported the unauthorized transfers that appeared on your periodic statement within the 60-day period. If you do not notify us within the 60-day period and the delay is due to extenuating circumstances such as extended travel or hospitalization, the periods for notification shall be extended to a reasonable time.

Notice to us of unauthorized use is considered given when you take whatever reasonable steps are necessary to provide us with the pertinent information. You may give notice in person, by telephone, or in writing. Written notice is considered given at the time it is delivered to us. Notice is also considered given when we become aware of circumstances that indicate that an unauthorized transfer has been or may be made.

These liability provisions apply to unauthorized Electronic Funds Transfers (EFTs) initiated by an Access Device including an Access Device with overdraft privileges if the unauthorized EFT involves an extension of credit under an agreement between you and the Bank to extend credit when an account is overdrawn. These liabilities provisions do not apply to unauthorized use of an Access Device when no EFTs are involved.

## **J. Liability for Failure to Complete Transaction**

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 as provided by law. However, there are some exceptions as noted below in Liability Limitations section.

## **K. Liability Limitations**

Under no circumstances will we be liable if we or our authorized third parties are unable to complete any payment or transfer initiated in the correct amount or in a timely manner via the Service because of the existence of any one or more of the following circumstances or under circumstances beyond our reasonable control (such as, but not limited to, fire, flood, or interference from an outside source) that prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances:

- If you did not receive email confirmation at the time you initiate a bill payment or modification of a bill payment that confirms proper execution.

- If, through no fault of ours, your Designated Account does not contain sufficient available funds, including any available credit line, to complete the payment or transfer or if the payment or transfer would cause you to exceed the credit limit on your Designated Account's overdraft line.
- The funds in your Designated Account are subject to legal process or other encumbrance restricting such payment or transfer.
- Your subscription to the Service has been terminated for any reason.
- The Service, your equipment or software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you attempted to execute the transaction or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
- You have not provided us with the correct information for the merchant to which you wish to direct payment or accounts to which you wish to make a transfer.
- The payee mishandles or delays crediting of any payments sent by us on your behalf.

There may be other exceptions provided by applicable law.

#### **L. In Case of Errors or Questions About Your Transactions**

**In case of errors or questions about your electronic fund transfers, call us at:** (844)251-4244 or write to Cambridge Trust Company, Client Resource Center, P.O. Box 380186, Cambridge, MA 02238-0186.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Cambridge Trust no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our 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.

#### **M. Payment Cancellation and Modification**

Except for those payments and transfers that are completed immediately (for example, expedited payments or certain transfers between Cambridge Trust Company accounts), you may cancel or modify via the Service a "One-time Payment" (a single payment you schedule to initiate within the next 364 days) or a "Recurring Payment" (a payment you schedule to initiate weekly, semi-monthly or monthly), provided that you cancel the payment or

transfer by 9 p.m. on the date that the payment is scheduled to be processed. A modification of a recurring payment or transfer instruction will affect all future payments or transfers associated with the recurring payment or transfer instruction.

You may not cancel a bill payment or transfer that has already been processed or place a stop payment order on a bill payment check that has already issued.

If you cancel a payment in accordance with the above instructions and Cambridge Trust Company does not honor your instructions, Cambridge Trust Company will only be liable for your economic losses or damages related to the specific transaction.

Please call our 24-hour support line at **(800) 439-4140** or our Client Resource Center at **(844) 251-4244** for assistance with Bill Payment Stop Payment requests.

#### **N. e-Bill Presentment**

e-Bill Presentment is an optional feature of the Service that allows you to receive bills electronically from billers who elect to participate ("Payees"). e-Bill Presentment cannot be activated or accessed via a mobile device. If you activate e-Bill Presentment, you also agree that:

- Each Payee has the sole discretion to accept or decline a request for electronic billing. Once accepted, the date of presentment of your first electronic bill may vary from Payee to Payee.
- By your activation of e-Bill Presentment, you authorize us to use the login information you have registered with any Payee, including your password, to retrieve bill information on your behalf.
- We are not responsible if your bill is not available for retrieval from a Payee, a Payee does not provide us with a bill summary, or a Payee does not provide access for you to view your bill in a timely manner. It is your sole responsibility to contact your Payees directly if you do not receive your bills or if there is a delay in your receipt of a bill. You agree to hold us harmless for any adverse consequences should you not receive a bill or if there is a delay in your receipt of a bill.
- Some Payees will turn off paper billing when you activate e-Bill Presentment; others will not. If you receive a bill both electronically and in paper format and you pay both bills, we will not be liable if the Payee credits your account with the overpayment. You must contact the Payee directly to resolve the issue. Your ability to receive a paper copy of your bill in addition to an electronic bill is at the sole discretion of each Payee.
- Any Payee may discontinue electronic billing at any time. You may also cancel e-Bill Presentment from any Payee at any time. If you do, you are responsible for making arrangements with the Payee for an alternative form of bill delivery.
- We are not responsible for the accuracy of your electronic bill(s). Any disputes regarding the accuracy of an electronic bill must be addressed with the Payee directly.
- The Service stores 18 months of bill summary information. However, images of the bills will be available from the Payee only as long as the Payee maintains them. If you anticipate a need for bill summary information or images of bills beyond these times, you should save them to your computer or print them.
- The e-Bill Presentment feature is subject to all other provisions of this Agreement.

#### **O. Amending or Terminating the Agreement**

We may change this agreement from time to time. You will be notified at least 30 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

#### **P. Transfers Outside of Cambridge Trust Company ("External Transfers")**

If you have a consumer deposit account and are registered for eStatements, you may as part of our eDelivery service originate (A) the electronic transfer of funds into your account at Cambridge Trust Company from an account in your name at a different U.S. financial institution ("Outside Account") and (B) the electronic transfer of funds from your account at Cambridge Trust Company to an Outside Account (collectively, "External Transfers").

External Transfers are not available using Cambridge Trust Company Personal Internet Banking through Intuit Products (Quicken, Quickbooks).

When you originate External Transfers, you authorize Cambridge Trust Company and our service provider to initiate withdrawals and credits (or "Deposits") upon your instructions, between your Cambridge Trust Company account and your designated Outside Account. You agree and warrant to us that you will only originate External Transfers to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers you are not violating any third-party rights. Not all types of accounts may be eligible for External Transfers, so you should check with your financial institution for any restrictions on transfers. As part of the External Transfer setup process, you will be required to complete a test transaction.

To complete certain transactions and to ensure your security we may require you to provide additional information so we may authenticate who you are. These transactions include, but are not limited to, the addition of an Outside Account for External Transfers, origination of a new External Transfer, editing an existing periodic External Transfer, or changing your phone number through Online Banking.

External Transfers may be originated on a one-time or recurring basis. One-time transfers may be scheduled for processing as soon as possible or scheduled for processing at some future date. One-time transfers cannot be scheduled to occur on a non-Business Day. To ensure same day processing, you must schedule your External Transfer by 9 p.m. Eastern Time. A recurring transfer allows you to transfer a fixed amount at regular intervals. Recurring External Transfers scheduled to occur on a non-Business Day will be processed on the next Business Day. Please note it may take up to 2 to 5 business days for outgoing External Transfers to credit your other account. Your authorization for any recurring External Transfers will remain in effect until you revoke it in such manner as to afford Cambridge Trust Company a reasonable opportunity to act on your instructions.

Cambridge Trust Company will periodically send messages to your primary email address during the External Transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. **You agree that you will act upon such email notifications and take responsibility for notifying the Bank of any discrepancies or unauthorized activity.** The primary email address as the address provided for Online Banking. You are responsible for updating the address should it change. Email messages regarding the External Transfer process will not contain any non-public personal information.

- i. ***Limitations and restrictions:*** For security reasons, the Bank has established limitations on your External Transfers, which limitations are subject to change without notice (except as may be required by law). The following limits apply when you use Cambridge Trust Company's External Transfer service:

Prior to March 1, 2023, External Transfers **from** your account are limited to:

- \$25,000 per transaction;
- \$25,000 in aggregate per day;
- \$100,000 in aggregate per calendar month;
- 3 total transactions per day; and
- 10 total transactions per calendar month.

Prior to March 1, 2023, External Transfers **into** your Cambridge Trust Company account are limited to:

- \$50,000 per transaction;
- \$50,000 in aggregate per day;
- \$100,000 in aggregate per calendar month;
- 3 total transactions per day; and
- 10 total transactions per calendar month

Effective **March 1, 2023**, External Transfers **from** your account are limited to:

- \$2,500 per transaction;
- \$2,500 in aggregate per day;
- \$25,000 in aggregate per calendar month;
- 3 total transactions per day; and
- 10 total transactions per calendar month.

Effective **March 1, 2023**, External Transfers **into** your Cambridge Trust Company account are limited to:

- \$2,500 per transaction;
- \$2,500 in aggregate per day;
- \$25,000 in aggregate per calendar month;
- 3 total transactions per day; and
- 10 total transactions per calendar month
- 

Some account types (e.g., Money Market and Savings) have withdrawal limitations. Please refer to your **Account Opening Disclosures** before initiating transfers involving these accounts.

We reserve the right to change your External Transfer dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your Cambridge Trust Company account. You agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event described below.

**ii. Disqualifying Events:**

- You have caused Cambridge Trust Company financial loss due to mismanagement of your account.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Cambridge Trust Company account during the current or three prior calendar months.
- You have had any prior transfer to or from a non-Cambridge Trust Company account canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- If the test transaction fails or is rejected, for security purposes we may decline your External Transfer request(s) and any or all other transactions, and we may close your account, with or without notice to you.
- We become aware of circumstances that indicate that an unauthorized transfer has been or may be made.

**iii. Holds On Transferred Funds**

When you initiate an External Transfer from your Outside Account to your Cambridge Trust Company account, you are authorizing Cambridge Trust to withdraw funds from your Outside Account and to make a corresponding Deposit to your Cambridge Trust Company account. It may take up to three business days for an External Transfer you initiate to be Deposited into your account.

For the purpose of External Transfers, if your account is over 90 days old, it is considered an "established account." External Transfers made into an established account will become available

after three (3) business days. Accounts fewer than 90 days old are considered new. Funds transferred into a new account will be available after five (5) business days.

|                                      | New Accounts          | Established Accounts  |
|--------------------------------------|-----------------------|-----------------------|
| Account Age                          | Fewer than 90 days    | More than 90 days     |
| Deposit Availability for Withdrawal  | After 5 business days | After 3 business days |
| Example: Funds Transferred on Monday | Following Monday      | Thursday              |

#### Q. Mobile Check Deposit

Customers using the Cambridge Trust Company's iPhone or Android Mobile Banking App can deposit checks to their linked checking, statement savings, or money market deposit account by sending a clear image of the check to the Bank using the Mobile App. Deposit accounts must not be overdrawn currently and in the prior three calendar months or caused the Cambridge Trust financial loss due to mismanagement.

If you use Mobile Check Deposit you understand and agree that:

- Deposited checks must be payable to and endorsed by the accountholder, drawn on a U.S. bank, payable in U.S. currency, and dated within six (6) months of the deposit date.
- Checks must be endorsed "For Deposit Only, Cambridge Trust Company Account # "
- Checks may not be drawn on the account into which they are being deposited.
- All deposits made through Mobile Check Deposit are considered to be check deposits (not electronic deposits) and are subject to the Cambridge Trust Company **Account Opening Disclosures**.
- For purposes of determining the day of deposit under the Bank's Funds Availability Policy, checks successfully deposited through Mobile Check Deposit prior to 6 p.m. Eastern Time on any Business Day will be deemed to have been received by the Bank on that Business Day; checks successfully deposited after 6 p.m. Eastern Time on any Business Day or on any day that is not a Business Day are deemed to have been received by the Bank on the next Business Day.
- Checks deposited through Mobile Check Deposit will not appear in your account history or balance until the business day after the day of deposit.
- You represent and warrant to the Bank that:
- The image you are submitting through Mobile Check Deposit accurately represents all the information on the front and back of the original check.
- The check and all signatures and endorsements on it are accurate and genuine.
- Neither you nor anyone else has deposited the check previously to Cambridge Trust Company (through Mobile Banking, at an ATM, by mail, in person at a branch, or in any other manner) or to any other depository institution by any means.
- Neither you nor anyone else will re-deposit the check in any manner in the future (except for re-deposits of items that were returned unpaid).
- You will store the original check securely so that no other person will have access to it until you have confirmed that the deposit was properly credited to your account, then you will destroy the original check.
- You will provide the original check to us on request (unless you have previously destroyed it) to assist us in clearing or collecting the check, resolving third party claims, or for any other business purpose.



i. ***New Services***

We may from time to time introduce new services or enhance the existing services. We may notify you of the existence of these new or enhanced services. By using these new services when they become available, you agree to be bound by the terms and conditions relating to these services, notice of which will be sent to you, if required by applicable law, prior to their release.

ii. ***Charges***

We will charge you a fee for the Service, as stated in our Fee Schedule in effect. We will deduct these charges from the Designated Account that you selected at the time of enrollment in the Service.

If a payment has been made to one of your designated merchants for which funds were not available in your Designated Account, and we are unable to recover the amount of the payment by debit to the merchant or by charging your Designated Account, you agree to repay the funds owed immediately upon demand.

iii. ***Suspension***

In the event of repetitive failed payments, transfers, or overdrafts (4 overdrafts in a rolling 30-day period or 10 overdrafts in a rolling 12-month period), we reserve the right to suspend your access to the mobile banking service. This suspension may be made without prior notice to you. All correspondence relating thereto, including requests for reinstatement should be directed to Cambridge Trust.

iv. ***Unauthorized Use***

Your user ID and Password are confidential. These identifiers are for your use and should not be disclosed to any other person. Contact us immediately if you believe that someone has obtained your password or may have access to your accounts without your permission. Telephone us at **(844) 251-4244** during normal business hours, or **(800) 439-4140** after hours. Refer to the Electronic Banking Agreement for additional important information.

v. ***Additional Terms & Conditions***

- In addition to the foregoing, you agree to be bound by and comply with our rules and bylaws, applicable state and federal laws and regulations, and any telecommunication or other local laws or regulations of client's country of origin.
- We reserve the right to terminate your use of the Service, in whole or in part, at any time without prior notice.
- If you wish to cancel your subscription to the Service, you must provide Cambridge Trust Company with thirty (30) days' advance notice by telephone or e-mail, or you may notify Cambridge Trust Company in writing. You will be responsible for all payments or transfers you have requested prior to termination unless canceled by you.
- SINCE SUBSCRIPTION CANCELLATION REQUESTS TAKE UP TO 30 DAYS TO PROCESS, YOU SHOULD CANCEL ALL OUTSTANDING PAYMENT OR TRANSFER ORDERS IN ADDITION TO NOTIFYING US OF YOUR DESIRE TO TERMINATE THE SERVICE. WE WILL NOT BE LIABLE FOR PAYMENTS OR TRANSFERS NOT CANCELED OR PAYMENTS OR TRANSFERS MADE DUE TO THE LACK OF PROPER NOTIFICATION BY YOU OF SERVICE TERMINATION.
- We may amend this disclosure or the applicable fees and charges at any time. We will send notice to you of any amendment at your last listed address with us or transmit notice of the alteration or amendment over the Internet at least 21 days prior to the effective date of the

change, if required by law. However, if the change is made for security purposes, we can implement it without giving you prior notice. Your use of the Service after 21 days following transmittal of the notice of alteration or amendment constitutes your acceptance of such alterations or amendments.

- In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to the terms and conditions contained in this disclosure and the applicable account disclosures. The terms and conditions contained here, as they may be amended from time to time, shall supersede all other representations made by our employees.

**vi. Additional Online Services Information**

Please refer to our *Electronic Funds Transfer Disclosure and Agreement* for additional disclosures regarding the Service.

For questions concerning your account or account statement, contact us at **(844) 251-4244**, Monday through Friday, 8 a.m. - 5:30 p.m. Eastern Time or e-mail the Client Resource Center at **clientresourcecenter@CambridgeTrust.com**.

For questions concerning bill payment processing and technical support only, contact Client Service at **(800) 439-4140**. The Client Care Center is open 24 hours a day, 7 days a week, except for certain holidays (New Year's Day, Easter, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day).

**vii. Client Service Information**

The Service is available 24 hours a day, 365 days a year. However, scheduled maintenance may occur on Sundays between 3 a.m. - 5 a.m. Eastern Time.

**viii. Service Hours**

Bill Payment: 9 p.m. Eastern Time

Internal Transfers: 9 p.m. Eastern Time

Stop Payments: 9 p.m. Eastern Time

## **II. Document Service Agreement and Disclosure**

By using our Online Banking Service ("Online Banking") and checking the "I agree to the terms of the Document Service Agreement and Disclosure," you are electing to receive your deposit account statements and loan account statements and certain disclosures and notices electronically ("eStatements"), and you agree that Cambridge Trust Company may provide these communications to you in electronic form in lieu of paper form in accordance with these terms.

Please read the following agreement carefully and print and retain a copy of it for your records.

### **A. Definitions**

As used in this agreement, the words "you" and "your" refer to the individual who is identified on our records as an owner or authorized signer on the account. The words "we," "us," and "our" refer to Cambridge Trust Company.

### **B. The Scope of Your Consent**

Your consent to electronic delivery covers the following categories of communications from us:

- Periodic and annual statements you are provided in connection with the eStatements for which we offer and you select electronic delivery, whether now or in the future.
- Disclosures that are required and may be provided on your periodic statements, including, but not limited to, the Error Resolution Notice required by the Federal Electronic Funds Transfer Act and Massachusetts General Laws Chapter 167B and the Billing Rights Statement required by the Federal Truth in Lending Act and Massachusetts General Laws Chapter 140D.
- Notices and other communications we may send to you, including, but not limited to, notices regarding changes to the terms of your account and this Service. Your continued use of the Service, including the eStatement service, following such communication will constitute your acceptance of the revised terms.
- If your account is joint with another person or persons, one of you may consent to electronic delivery and that person's election to receive eStatement shall apply to both or all of you. eStatements we send to one joint account owner shall be considered communicated to both or all owners.
- You understand that once we process your request, we will discontinue mailing printed account statements to your mailing address of record.
- You further agree to use Cambridge Trust Company's Online Banking Services to acknowledge that consent of eStatement delivery is a requirement of the terms of the Cambridge Trust Company's Online Banking Service and cancellation of eStatement delivery may result in the cancellation of the Cambridge Trust Company Online Banking Service.

### **C. How We Will Provide Electronic Statements**

You must be enrolled in Cambridge Trust Company Online Banking and provide a valid e-mail address for our notification purposes in order to access your eStatements. Each statement period we will send you an e-mail notice advising you of the availability of your eStatement. Once you receive our e-mail notice, you may then access your current eStatement at the Cambridge Trust Company Online Banking system website. Your eStatement may be accessed for a period of up to 7 years after it is first made available to you. If an e-mail we send to your e-mail address of record is returned as undeliverable, we will attempt to contact you by telephone or U.S. mail.

### **D. Your Right to Withdraw Consent to eStatement**

You may withdraw your consent to have your statements and documents provided in electronic form at any time by selecting an alternative delivery method within the Services. Once you do so, all subsequent statements and documents will be delivered in paper format. We will not charge you a fee to process your request to withdraw your consent. However, if you have an account that requires eStatements and you withdraw your consent, any fees we may have been waiving on your account based on your agreement to electronic statement delivery will be charged subsequently. Consult your account disclosure and Fee Schedule for any fees that may then apply.

You further agree that cancellation of eStatement delivery may result in the cancellation of the Cambridge Trust Company Online Banking Service.

#### **E. Requesting a Paper Copy of a Statement**

You may request a paper copy of any eStatement, check image, disclosure or notice received electronically under this agreement by writing to us at the address for notices below within seven years after we provided the statement, image, disclosure or notice to you electronically. You may be charged a fee for a duplicate copy, as described in our then current Fee Schedule.

#### **F. Software Requirements**

To access Cambridge Trust Company Online Banking and your eStatement, you must have a PC or Macintosh® computer with Internet access and browser software that supports 128-bit encryption.

You will also need Adobe® Reader® software version 5.0 or higher. You may download Adobe Reader for free at [www.adobe.com](http://www.adobe.com).

#### **G. Your Duty to Review Your eStatements**

- You will receive an e-mail notifying you of the availability of your eStatement.
- You must promptly access and review your eStatement and notify us within the applicable time period specified in our Electronic Banking Agreement of any error, unauthorized transaction, or other discrepancy. The applicable time period within which you must notify us begins on the day we send you the e-mail notification, regardless of when you receive or open your eStatement.

#### **H. System Access**

Access to eStatements may be unavailable at times due to scheduled maintenance, unscheduled maintenance, or system outage. In addition, both environmental and physical events may occur that may cause the system to become unavailable. We will make every reasonable effort to ensure the availability of the system. However, we are not liable for the unavailability of the system or any damage that may result from system unavailability.

#### **I. Disclaimer of Warranties**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the eStatements services provided to you under this agreement. Except as otherwise required by law, you agree that we and our officers, directors, employees and agents are not liable for any indirect, incidental, special or consequential damages relating to your use of the eStatement services. You acknowledge that your sole and exclusive remedy in the event of your dissatisfaction is to cease use of the services.

#### **J. Updating Your Contact Information**

It is your responsibility to provide us with an accurate and complete e-mail address, postal address, and telephone number. You must promptly notify us of any change in your contact information. You may change your e-mail address with us through the Cambridge Trust Company Online Banking system. You may notify us of changes to your postal address and telephone number by contacting us as described below.

#### **K. Contacting Us**

The best way to communicate with us about your eStatement or your account is to contact our Client Resource Center. The Client Resource Center can be reached at **(844)251-4244**, Monday through Friday, 8 a.m. - 5:30 p.m. Eastern Time or e-mail us at [clientresourcecenter@CambridgeTrust.com](mailto:clientresourcecenter@CambridgeTrust.com).

#### **L. Cambridge Trust Company Right to Terminate**

We reserve the right, in our sole discretion, to discontinue providing statements to you electronically and revert to paper statements or to change the terms of this agreement at any time. We will provide you with notice of any such termination or change as required by law.

#### **M. Changes in Terms**

We will advise you of any changes in the terms of this agreement, either by e-mail or by U.S. mail, addressed to your address in our records. If you do not agree to the change, you may notify us to cancel your eStatement and Cambridge Trust Company Online Banking Service.

#### **N. Verification of Ability to Obtain Statements Electronically**

Federal law requires that you demonstrate to us that you can access your statement, our notice or other communication in the same manner that it will be provided. Your consent to electronic delivery is indicated by checking "I agree to the terms of the Statement Service Agreement and Disclosure" within Cambridge Trust Company Online Banking and demonstrates to us that you have the minimum hardware and software specifications described above.

By checking "I agree to the terms of the Statement Service Agreement and Disclosure," I certify that I have read the above agreement and agree to its terms. I assent to use of e-mail messages sent to the e-mail address I have supplied. I request electronic delivery of the communications listed above. I understand that Cambridge Trust Company will discontinue mailing my statements to my address of record. I have access to a computer that meets the technical requirements set forth above, including access to a printer or the ability to download information in order to keep copies for my records. By checking "I agree to the terms of the Statement Service Agreement and Disclosure" shall operate as my original signature.

### **III. Privacy & Security Policy and Terms & Conditions**

**This agreement is applicable to all personal deposit accounts.**

The following constitute the Terms & Conditions which apply to all personal deposit accounts you have with Cambridge Trust Company:

- Account Opening Disclosures
- Funds Availability Policy Disclosure
- Electronic Funds Transfer Disclosure and Agreement
- Fee Schedule
- Cambridge Trust Privacy Notice

These things are an Agreement between you and Cambridge Trust Company and together with your electronic signature will serve as your signature card.

**Please read the Terms & Conditions carefully.**

By checking "I have read and agree to the terms of the Online Banking Agreement and Disclosure," you are providing your electronic signature indicating your agreement while you hold an account with us, to the most recent version of these Terms & Conditions, which are available to you at your local Cambridge Trust Company office, at **CambridgeTrust.com**, or by calling our Client Resource Center at **(844) 251-4244**.

#### **A. Privacy & Security**

Cambridge Trust Company values the relationship we share with you, and we are committed to protecting your privacy. Our Privacy Notice outlines the standards established for all our employees for collecting, using, retaining, and securing confidential Client information.

Cambridge Trust is committed to helping you protect your personal information. The links and information below will assist you in recognizing common fraud and identity theft tactics used to obtain your personal information and describe steps you can take to protect yourself.

- Federal Trade Commission - Bureau of Consumer Protection ([www.ftc.gov/bcp/index.shtml](http://www.ftc.gov/bcp/index.shtml))
- FDIC - Learn How to Protect Yourself from Identity Theft and Fraud ([www.fdic.gov/consumers/assistance/protection/idtheft.html](http://www.fdic.gov/consumers/assistance/protection/idtheft.html))
- Fake Checks.org - Recognizing a Fake Check Scam ([www.fakechecks.org/](http://www.fakechecks.org/))
- Federal Trade Commission - Identity Theft ([www.ftc.gov/bcp/edu/microsites/idtheft/](http://www.ftc.gov/bcp/edu/microsites/idtheft/))

#### **B. Online Transactions**

Information is collected from you in three ways: (1) via your explicit input, (2) automatically, and (3) using cookies.

#### **C. Explicit Input**

In connection with your use of the Cambridge Trust Online Banking Services, whether through the Cambridge Trust site or a co-branded site established by a site partner, you may be asked to input certain information, including personally identifiable information. This input may occur during the use of various services and/or in your contact with Client Support.

You may also occasionally be asked to complete optional surveys that we will use for research for the purpose of improving our service to you.

If you purchase goods or services from a supplier through the Cambridge Trust Web site, the information obtained during your visit to the supplier site and the information you give — such as an account number and contact information — are provided to the supplier. This is to enable transactions to take place. Suppliers have separate privacy and data collection practices. We have no responsibility or liability for these independent policies. For more information regarding any supplier and its privacy policies, we recommend that you visit that supplier's home page and review its policies.

#### **D. Automatic Collection**

In the course of providing you with services, Web and application servers will automatically collect usage-related information, including URLs that you access, the date and time of your usage, your IP address, and your browser type. This information is collected for effective capacity planning and troubleshooting Web site performance.

#### **E. Cookies**

Certain information is gathered by a mechanism called "cookies." As part of offering and providing customizable and personalized service, "cookies" are used to store and sometimes track personally identifiable information about you. Cookies are small files that your browser places on your computer's hard drive when you sign in and sign out of a site.

As a general matter, the use of cookies is intended to make your online experience safer, easier, and more personalized. More specifically to:

- Identify you as a prior client
- Enhance your security and privacy by using the cookie to authenticate your identity and access rights
- Help evaluate the usage of various services

Although you can modify your browser to either accept all cookies, notify you when a cookie is set, or reject all cookies, it is not possible to utilize some online services if you reject cookies.

If you have any questions about this Privacy Notice, please contact us either through your office manager, by email at **clientresourcecenter@CambridgeTrust.com** or by mail at:

Cambridge Trust Company Attn.: Compliance Officer P.O. Box 380186 Cambridge, MA 02238-0186