

think your statement, passbook, or receipt is wrong or you need more information about a transfer listed on your statement, passbook, or receipt, we must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared or, if the only transfer possible is a direct deposit to your passbook account, no later than 60 days after the problem or error first reflected in your passbook or statement.

- 1) Tell us your name and account number
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. 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 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 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 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may inspect or ask for copies of the documents that we used in our investigation. If there was no error, we may assess a reasonable charge for making such reproductions.

UNAUTHORIZED TRANSFERS

Consumer Liability:

Tell us AT ONCE if you believe your card, your code, or both has been lost, stolen or used without your permission. You should regularly check your monthly statements for transaction accuracy. Telephoning is the best way of minimizing your possible losses. You will not be liable for any losses if you notify us of your lost or stolen card and your card and/or code is used without your permission.

Additional Limits on Liability for Debit Cards, when used for point-of-sale transactions:

You will not be liable for any unauthorized transaction using your Debit Card (ATM/VISA Check card), when used for a point-of-sale transaction. Unauthorized use means the use of your ATM & VISA Check Card or access device by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit.

Contact in the event of unauthorized transfer:

If you think 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 800-472-3272 from within the United States or 973-682-2652 from outside the United States or write to us at the address listed in this brochure.

PROTECTED CONSUMER USE

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

Prohibition of compulsory use. No person may:

Require you to use a preauthorized electronic fund transfer as a condition of extension of credit unless the credit is being extended to maintain a specified balance in your account,

Require you either to accept a transfer service or to establish an account which

is accessed electronically as conditions of employment or receipt of governmental benefit, or

Require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

Waiver of rights:

No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in the settlement of a dispute or action.

Refunds:

If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer, unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.

Suspension of obligations:

If a person agrees to accept payment by reason of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

Prohibited means of identification:

Your Social Security number cannot be used as the primary identification number although it can be used as a secondary aid to identify you.

Criminal liability:

Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

DISCLOSURES OF ACCOUNT INFORMATION TO THIRD PARTIES

In order that your privacy may be protected, we will not disclose any information about your account or the transfers you make to any person, organization, or agency except:

- 1) For certain routine disclosures necessary for the completion of a transfer or to resolve errors;
- 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 as defined in Chapter 93 of Massachusetts General Laws; or
- 7) By your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization.

Pentucket Bank

www.pentucketbank.com

BankLine 866-748-9916

BRANCH LOCATIONS:

MASSACHUSETTS

Main Office	One Merrimack Street, Haverhill	978-372-7731
Westgate	395 Lowell Avenue, Haverhill	978-373-3021
Stadium Branch	120 Lincoln Avenue, Haverhill	978-372-1197

NEW HAMPSHIRE

North Broadway Crossing	234 North Broadway, Salem	603-893-3588
Hampstead Commons	201 Route 111, Hampstead	603-329-7333

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Electronic Funds Transfer

DISCLOSURE



PENTUCKET BANK ELECTRONIC FUND TRANSFERS DISCLOSURE

The Electronic Fund Transfers (“EFT”) we are capable of handling are indicated below. Some of these may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

For purposes of this disclosure, the term “Business Day” means any day other than a Saturday, Sunday, or federally declared legal holiday.

Preauthorized Credits:

You may make arrangements for certain direct deposits to be accepted into your checking, NOW, savings, or money market deposit accounts.

Preauthorized Payments:

You may make arrangements to pay certain recurring bills from your checking, NOW, statement savings, or money market deposit accounts.

Electronic Check Conversion - Type of Transfers:

Your check may result in an electronic funds transfer. This can happen in several ways. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic funds transfer.
- At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect the check amount and/or a charge in the event the check is returned for insufficient funds.

Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

ATM Transfers:

Types of transfers, frequency, and dollar limitations- You may access your account(s) by ATM using your ATM/VISA Check Card and personal identification number, (“code”) to:

- Make deposits to checking, NOW, statement savings, and money market accounts at Pentucket Bank ATMs or other bank ATMs that are part of the NYCE-Shared Deposit Program;
- Deposits made at NYCE-Shared Deposit Program ATMs cannot exceed limits set by the terminal owner.
- Get cash withdrawals from checking, NOW, statement savings, and money market accounts;
- You may make 10 transactions per day. The standard daily limit for cash withdrawals is the available balance in your account up to \$500 maximum per day or your predetermined authorized daily limit. You may limit your Daily Withdrawal Limit to \$50.
- Transfer funds between checking, NOW, statement savings, and money market accounts;
- Make payments on a Pentucket Bank loan at any Pentucket Bank ATM;
- Get information about the account balance(s) in your checking, NOW, statement savings, and/or money market account(s).

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

Point of Sale and Debit Card Transactions:

Types of transactions and dollar limitations- You may access your checking or NOW account using your ATM/VISA Check Card to:

- Purchase goods or pay for services;
- Get cash from a merchant, if the merchant permits, or from a participating financial institution.

Your standard daily limits are:

- The available balance in your checking account, up to a maximum of \$1,000 per day. If you are a Pentucket Club member, your daily point of sale limit is \$1,500 per day, or the available balance in your checking account, whichever is less.

These transactions will be automatically deducted from your checking or NOW account. You may use your ATM/VISA Check Card at any location that accepts VISA.

Telephone Transfers:

You may transfer funds by telephone between your checking, NOW, money market, and statement savings accounts and obtain balance and account information. Passbook accounts are not eligible for transfers or loan payments. Transfers are limited from your money market account to six per statement cycle. You may also make payments to your mortgage, consumer, or equity loan. In order to make transfers between accounts or loan payments, you must sign up for this service in advance and each account must be designated on the BankLine Transfer Authorization Form. At the time of the request for funds transfer, you must have available funds in the account you are transferring from to cover the amount of the transfer.

Online Banking and Bill Payment Services:

If you sign up for Online Banking and/or Bill Payment Services, you may use your Customer ID and password to transfer funds between your checking, NOW, money market and statement savings accounts. You may obtain balance and account information and arrange for payments to third parties as provided for in Pentucket Bank’s Online Banking and Bill Payment Agreement. You may also make payments to your mortgage, consumer or equity loan. Passbook accounts are not eligible for transfers. Transfers are limited from your money market account to six per statement cycle. Bill payments must be deducted from one designated checking or NOW account.

As part of your application for our Online Banking or Bill Payment Service, you agree that we may communicate with you via electronic means. Specifically we may deliver disclosures and other information electronically to your e-mail address. It is your responsibility to update your Online Banking access with any changes to your e-mail address. E-mail messages may include disclosures required by applicable federal or state law. You should check your e-mail messages frequently to insure that you receive this important account and service information. You will be deemed to have received any information, including any required disclosures, as of three calendar days following the date we transfer such information to you.

Termination:

You may terminate the electronic fund transfers agreement by calling us followed by notification in writing. The Bank may terminate the electronic fund transfers agreement by notifying you in writing.

Minimum Account Balance:

You must maintain a minimum balance of \$1.00 in any account as a condition of using an access device (card or code) to accomplish a transfer.

CHARGES FOR ELECTRONIC FUNDS TRANSFERS

Non Pentucket Bank ATM Transactions

ATM Foreign Fee:

A fee of \$1.25 will be imposed for each foreign ATM withdrawal. There will be no fees assessed when using an ATM owned by Pentucket Bank. Please refer to The Consumer Miscellaneous Fee Schedule for additional information about fees. A fee of \$10.00 will be imposed to replace an ATM/VISA Check Card.

ATM Surcharges:

When you use an ATM not owned by Pentucket Bank, you may be charged a fee by the ATM operator or any network used to complete the transfer (and you may be charged a fee for a balance inquiry).

RIGHT TO DOCUMENTATION

Terminal Transactions:

You can get a receipt at the time you conduct a transaction using automated teller machines or point-of-sale terminals.

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 1-978-372-7731 to find out whether or not the deposit has been made.

Periodic Statements:

You will get a monthly account statement from us for your Checking, NOW, Statement Savings, and/or Money Market accounts.

Passbook Accounts Where the Only Possible Electronic Fund Transfers Are Direct Deposits:

If you bring your passbook to us, we will record any electronic deposits that were made since the last time you brought in your passbook.

PREAUTHORIZED PAYMENTS

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

Right to Stop Payment and Procedures for Doing So:

Preauthorized transfers from your account(s) can be discontinued by calling us at 1-978-372-7731 or by writing to:

Pentucket Bank
Operations Department
P.O. Box 791
Haverhill, MA 01831-2479

In order to stop payment, the Bank must be notified at least (3) three business days prior to the regularly scheduled payment date.

When making a verbal request, the Bank may require you to put your request in writing and deliver it to us within (14) fourteen days after the initial telephone call. For each stop payment you give, we will charge you our current stop payment order fee. Please refer to The Consumer Miscellaneous Fee Schedule for additional information about fees.

Notice of Varying Amounts:

If these regular payments may vary in amount, the person (or organization) you are going to pay will tell you at least ten (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 the 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 three (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

The initiation by you (the consumer) of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

Unless otherwise provided in this agreement, you (the consumer) may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

Any documentation provided to you, which indicates that an electronic fund transfer was made to another person, shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made.

OUR 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 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 transfer;
- 2) If the automated teller machine where you are making the transfer does not have enough cash;
- 3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- 4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken;
- 5) If the funds are subject to legal process or other encumbrances restricting such transfer;
- 6) If the transfer would result in your daily withdrawal limit being exceeded;
- 7) There may be other exceptions stated in our agreement with you.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, contact us at the telephone number or address listed in this brochure as soon as you can. If you