

# Electronic Banking

## Consumer Disclosure Statement and Agreement

The following are terms and conditions, as well as general information, in the event that you subscribe to Electronic Banking services, such as receiving direct deposits to your account or arranging to have regular payments made from your account to a third party. This is provided to you in accordance with the requirements of Federal and State law. You should read this notice carefully, to understand all of the terms and conditions which relate to your account.

## How to Contact Us

To contact us about your account, call toll free at 1.800.832.0912, or write Bank of New Hampshire, 62 Pleasant Street, Laconia, New Hampshire 03246-3422.

## When You Can Contact Us

Our offices are open Monday through Saturday. Federal holidays are not included.

## Business Day

For the purposes of these disclosures our business days are Monday through Friday. Saturdays, Sundays or any federal holiday are not included.

## Preauthorized Payments

**1. Right to Stop Preauthorized Payments and Procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Write to us at the above address or call us at the above number in time for us to receive your request 3 or more business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You will be charged for each stop payment request. See your Account Guide or Schedule of Account Fees.

**2. Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

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

## Documentation

**1. Terminal Transfers:** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

**2. 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 1.800.832.0912 to find out whether or not the deposit has been made. Or you may sign up for online banking and view your account through BankNH.com or by using our BeMobile Banking App.

**3. Periodic Statements:** You will receive a monthly account statement through the mail, or you may sign up to receive your statement electronically. When you sign up for electronic statements, you agree to not have a statement mailed to you. We will send you an email notification when your electronic statement is available.

**For statement savings accounts, you will receive a quarterly account statement, unless there are electronic transfers in a particular month. In such cases, you will receive an interim account statement for the period including the month in which the transfers occurred. In any case you will receive a statement at least quarterly.**

#### **Bank Liability for Failure to Make Transfers**

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

1. If through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer will exceed the credit limit on your overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. If the funds are subject to legal process or other encumbrance restricting such transfer.
7. There may be other exceptions stated in our agreement with you.

#### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency, subpoenas, or court orders; or
4. If you give us your written permission.

#### **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 1.800.832.0912, or Write us at Bank of New Hampshire, 62 Pleasant Street, Laconia, NH 03246-3422 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no 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 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, giving you use of the money during the time it takes us to complete the 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 ask for copies of the documents that we used in our investigation.

#### **Types of Available Transfers and Limitations:**

**Electronic Funds Transfers Initiated by Third Parties.** You may authorize a third party to initiate electronic fund transfers to/from your checking, savings, or money market account to/from the third party's account. Third party transfers to make or receive payment may be one-time or recurring, as directed by you. You may authorize third party transfers a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you proceed with the transaction.

Whenever you authorize a third party transfer, you will be required to provide the third party with your account number and bank information. This information can be found on your check, or

on a deposit or withdrawal slip. You should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of third party transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits (i.e. U.S. Treasury Social Security payments; IRS refunds; employer payroll) to be accepted into your checking, savings or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings, or money market account(s).
- **Electronic Check Conversions:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account or money market account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.
- **Online Bill Payment:** You may authorize payment of bills electronically through online bill payment from your checking account in the amounts and on the days you request. See Bill Pay account agreement for transfer limits.
- **Online Banking Transfers:** You may authorize a transfer to make a payment and it may be one-time or recurring, as directed by you. You may authorize transfers a number of ways. For example, Person to Person transfer (BNH P2P) is an internal bank transfer to another Bank of New Hampshire online banking user's account. An external transfer is a transfer to an account at another financial institution made using online banking. The daily limit is \$2,500 for external transfers.
- **ACH Transfers:** You may authorize a third party to initiate an electronic ACH transfer against your account by providing your account and routing information. This includes transfers of this type initiated over the internet and telephone.

**Money Market account transfers** are limited to six per statement cycle. See General Limitations-Money Market Accounts.

**Telebank Telephone Banking.** You may access your account by telephone 24 hours a day at 1.800.566.3280 using your touch tone or mobile phone, your Telebank personal identification number (PIN), and your account number to:

- Obtain account information on your checking, money market, savings, or loan account(s)
- Transfer funds between your Bank of New Hampshire checking, money market or savings accounts
- Make payments from your Bank of New Hampshire checking or savings account to your loan account with us

**ATM** – You may access your account(s) by ATM using your Debit/ATM Card, and your personal identification number (PIN), to:

- Make cash or check deposits to your Checking, Money Market or Statement Savings account

- Withdraw cash from your Checking, Money Market, or Statement Savings account(s). The following withdrawal limits apply:
  - Personal Debit Card - up to \$1,000 per day
  - Prestige Debit Card - up to \$1,500
  - ATM Card - up to \$500 per day
  - Health Savings Debit Card - No ATM access is allowed
- Transfer funds between your designated Checking, Money Market or Statement Savings account(s). For security reasons, in some instances, limits may be placed on the number of transfers you can make using our terminals.
- Get information about the balance in your designated Checking, Money Market or Statement Savings account.

**Notes:**

- 1. Some services may not be available at all ATM terminals**
- 2. For Checking and NOW account holders ages 15 and younger, parental guarantee needed.**
- 3. For Statement Savings account holders ages 15 and younger, parental guarantee needed.**
- 4. In certain instances, customers may lose their ATM/debit card “off-line” privileges.**

**Types of MasterCard Debit Card Point-of-Sale Transactions**

You may use your debit card to access your checking account(s) to purchase goods or pay for services (in person, online, or by phone); get cash back from a merchant (if the merchant permits), and get cash from a participating financial institution.

**Point-of-Sale Transactions - Dollar limitations**

The following limits apply to purchases made with your MasterCard Debit Card:

- Personal Debit Card - up to \$2,500 per day
- Prestige Debit Card - up to \$2,500 per day
- ATM Card - Purchases are not allowed
- Health Savings Account (HSA) Debit Card - up to \$2,500 per day.

**Verification of Transactions**

All deposits, payments and transfers made through electronic channels (i.e. Online/Mobile Banking; Telebank; ATM; debit card) are subject to verification at the bank's discretion.

**Consumer Liability for Unauthorized Transactions**

Tell us AT ONCE if you believe your card and/or code 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 (i.e. ACH). Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit (if applicable). If you believe your card/code has been lost or stolen, and you tell us within 2

business days after you learn of the loss or theft of your card/code, you can lose no more than \$50 if someone used your card/code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card/code, and we can prove we could have stopped someone from using your card/code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, 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 hospital stay) kept you from telling us, we will extend the time periods.

### **Contact in Event of Unauthorized Transfer**

If you believe your card/code has been lost or stolen call: 1.800.832.0912 or write: Bank of New Hampshire, Electronic Banking, 62 Pleasant Street, Laconia, NH 03246.

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

### **U.S. Issued MasterCard – Branded Card Transactions**

Your liability for unauthorized transactions conducted using your debit card with the MasterCard logo will not exceed \$0 if the conditions set forth below have been met.

Zero liability will apply if:

- You can demonstrate that you have exercised reasonable care in safeguarding your card from risk of loss or theft; and
- Upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

### **Charges**

As provided in the regular “Schedule of Account Fees”, the Bank reserves the right to impose a charge for each Banking card replacement. Bank of New Hampshire reserves the right to impose on the cardholder additional charges for the use of the electronic service units or remote service units. If charges are imposed, Bank of New Hampshire agrees to provide the cardholder with a revised schedule of charges if changes in the charges are made.

We will give you written notice at least 21 days before any such notice of charges, or revised notice of charges, shall take effect. Items returned due to any reason will be assessed a per item charge.

*See deposit account disclosure and/or schedule of account fees.*

**Amendments**

We may amend the terms and conditions of this agreement at any time. We will give you written notice at least 21 days before the amendment becomes effective if the amendment will result in greater costs or liabilities to you or stricter limitations on the transfers you may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

**Our Rules and Regulations and Other Agreements**

The accounts that you designate may also be governed by other agreements between you and us and by our Rules and Regulations for personal deposit accounts.

**Evidence**

If we go to court for any reason, we can use a copy, microfilm or microfiche of any document to prove that you owe or that a transaction has taken place, and the copy, microfilm or microfiche will have the same validity as the original.

**Right to Withdraw Funds**

The Bank has the right to withdraw funds from any account(s) in the name of the cardholder in order to satisfy any transaction made by use of the card/code.

**Collection Expense**

If we ever have to file a lawsuit to collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

**Notices**

All notices from us will take effect when we have mailed or delivered them to the last address that we have for you in our records.

**Ownership of Card**

The card is not transferable and remains our property. You agree to return the card to us immediately upon our demand.

**Maintenance of Accounts**

As long as this Cardholder Agreement remains in effect, you agree to maintain with us at least one of your designated accounts. Should all of your designated accounts close, your card/code privileges will be cancelled.

**Termination of This Agreement**

You can terminate this Agreement at any time by notifying us in writing and returning your card(s) to us. We can also terminate this Agreement at any time. Whether you terminate this

Agreement, or we do, the termination will not affect your obligation under this Agreement, even if we allow any transactions to be completed with your card/code after this Agreement has been terminated.

**Fees Assessed by Other Institutions**

ATM fees: When you use an automated teller machine that is 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.