

# TERMS AND CONDITIONS OF YOUR ACCOUNT

**Important Definitions** – The below are important definitions concerning the balances reflected in your account.

**Current Balance** – The current balance incorporates all transactions that have been processed or settled to your account. It may include funds which have been deposited, but not yet available for withdrawal.

**Available Balance** – The current balance less any outstanding holds or debits, such as POS/ debit card transactions, that have not yet posted to your account.

**Agreement** – This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules that control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us at (978) 458-7999 or write to us at 30 Middlesex Street, Lowell, MA 01852.

This agreement is subject to applicable federal laws and the laws of the state of Massachusetts (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transaction or events which the law regulates but permits variation by agreement; and
- (4) give you disclosure of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we", "our", "bank" and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**Liability** – You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms

of this account and the Schedule of Fees. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request that are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

You are responsible to take reasonable care and safeguards with the access devices for your account. Checks, debit cards, ATM cards, online banking passwords, and other such access devices are to be safeguarded against unauthorized access. Leaving these items in public areas, unprotected, in public view, or in areas that a reasonable person would think is unsafe may decrease or invalidate a claim against unauthorized access to your account, except where protected under law. Upon an unauthorized access claim, you acknowledge the bank will conduct an investigation into the loss. The bank will determine the facts around the case and any negligence on your part in determining approval or denial of your claim or partial thereof, in accordance with Federal and State law. You agree to be bound with the results of the investigation.

**Deposits** – We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

**Withdrawals** – Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the state limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy

disclosure for information about when you can withdraw funds you deposit. For those account for which our funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a checking and time deposit (certificate of deposit), or from any other savings account as defined by federal Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your Certificate of Deposit Account Disclosure for any penalty that may apply to your account.

**Chapter 167D Accounts** – Except as indicated below, we do not intend to impose a fee, charge or other assessment against your savings or checking account if you qualify for the minor or senior citizen fee exemption under Chapter 167D of Massachusetts General Laws. You should notify us if you or any accountholder qualifies so that we may administer your account accordingly. Notwithstanding this exemption, we may assess you a reasonable charge when payment has been refused because of insufficient funds on any check drawn on such account.

**Ownership of Account and Beneficiary Designation** – These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

- **Individual Account** – is an account in the name of one person
- **Joint Account** – with Survivorship (and not as Tenants in Common) – is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.
- **Revocable Trust Account** – One or two of you (called trustees) may create such an account in trust for another. Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees of the survivor. Upon the death of the trustee or the death of both trustees, payment may be made to the person for whom the trust was made, or that person's legal representative.

**Stop Payments** – You must give any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it. To be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Only the person who initiated the stop payment order may make a release of the stop payment request. Additional limitations on our obligation to

stop payment are provided by law (e.g. we paid the item in cash or we certified the item).

**Transfers** – A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties. Federal Regulation D limits savings type accounts to no more than six (6) telephone, pre-authorized or computer initiated transfers per month.

**Amendments and Termination** – We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**Statements** – You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to either of these duties, you have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Account Transfer** – this account may not be transferred or assigned without our prior written consent.

**Direct Deposits** – If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**Temporary Account Agreement** – If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**Setoff** – We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**Authorized signer (Individual Accounts Only)** – A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**Restrictive Legends** – We are not required to honor any restrictive legend on checks you write.

**Payment Order of Items** – the law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to process items as they are settled with the bank. Checks are paid in check number order. ACH payments are processed in date and time order. POS Debits are processed in date and time order, but can be settled with the bank on a different day than the actual transaction - but any overdraft/ nsf fees will depend if the account had an available balance at the time of the transaction and if you opted into the bank's overdraft courtesy program.

The order in which items are paid is important if there is not enough available balance in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient available funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed in the Bank's Schedule of Fees. Overdraft/ NSF fees are limited to 5 per day and not charged for transactions of \$10 or less. The Bank offers an Overdraft Courtesy Program, please see the "OPPS" policy in these disclosures. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**Credit Verification** – You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit-reporting agency.

**ACH and Wire Transfers** – this agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as

adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearinghouse association rules. These rules provide, among other things, that payments made to you, originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**Business Accounts** – Earning in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

#### **Business Accounts UIGEA**

The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. The Dept of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act. As a customer of Washington Savings Bank, these restricted transactions are prohibited from being processed through your account or banking relationship with us. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.



Member **FDIC**  
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(042018)

# FUNDS AVAILABILITY POLICY DISCLOSURE

**YOUR ABILITY TO WITHDRAW FUNDS AT WASHINGTON SAVINGS BANK.** Our policy is to make funds from deposits of cash, direct deposit, wire transfers, "on us" checks (checks drawn on the same bank) and the 1<sup>st</sup> \$750.00 of a payroll check available to you on the day of the deposit. Funds from your deposit of checks will be available on the second business day after the day of deposit. At that time funds may be withdrawn in cash or to pay checks that have been written. The first \$225 of a deposit of checks will be made available the first business day after the day of deposit. Certain check deposits are made available the next business day such as cashier's, certified, and teller's checks, government checks (including U.S. Treasury checks, U.S. Postal money orders, state and local government checks and checks drawn on Federal Reserve or Federal Home Loan Banks).

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday and federal holidays. If you make a lobby deposit before 8:00PM on a business day that we are open, we will consider that day to be the day of your deposit. If you make a deposit at an ATM, we will consider that the deposit was made on the next business day we are open. If you make a mobile deposit before 8:00PM on a business day that we are open, we will consider the next business day to be the day of your deposit. However, if you make a mobile deposit after 8:00PM or on a day we are not open, we will consider that the deposit was made on the 2<sup>nd</sup> business day we are open.

Longer delays may apply. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- It is believed a check deposited will not be paid;
- Deposited check total more than \$5,525 on any one business day;
- A check returned unpaid is re-deposited;
- An account has been repeatedly overdrawn during a rolling six month period;
- There is an emergency, such as a failure of communications or computer equipment.

The Bank will notify customers in writing if a delay in availability of funds occurs, and the customer will be notified of when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

**HOLDS ON OTHER FUNDS.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$225 check for you, \$225 of funds already in your account will not be available until the first business day after the day we cashed the check. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal

immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal government checks, and checks drawn on the Commonwealth of Massachusetts will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be made payable to you. The excess over \$5,525 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from deposits of checks drawn on Washington Savings Bank will be available on the first business day after the day of your deposit. Funds from all other check deposits will be available no later than the fifth business day after the day of your deposit.

**ADDITIONAL PROVISIONS.** This funds availability policy will not affect Washington Savings Bank's right, under existing Rules and Regulations, to charge back your account, or otherwise obtain a refund from you, for any item that is not finally paid for any reason. Unless prohibited by law, we may, at any time, apply, or set off, your account or accounts or any of your other deposits with us against any overdraft or other amount due to us. After making a setoff, we will give you such notice as is required by law. You may direct questions regarding the availability of your deposit to your local branch office manager or to our Operations Center in Lowell at (978) 458-7999.



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[washingtonsavings.com](http://washingtonsavings.com)

07/01/2020

# SCHEDULE OF FEES

August 1, 2020

Stop Payment	\$30.00
Statement Copy	\$5.00
Instant Statement Printout	\$2.00
Uncollected Funds (UNC Fee)	\$30.00
Overdraft Fee ("NSF fee and Returned Fees") <i>(created by check, in-person withdrawal, ATM withdrawal or other electronic means)</i>	\$30.00
Account Inquiries at WSB ATMs	Free
WSB ATM Transactions	Free
Point of Sale Transactions (POS)	Free
Non-WSB Inquiries and Withdrawals <i>(Card Activity Chg)*</i>	\$1.25
Lost/Damaged Card	\$15.00
Lost Passbook	\$15.00
Retirement Accounts Annual Maintenance	\$10.00
Retirement Accounts Transfer of Assets	\$25.00
Official Checks	\$5.00
Money Orders	\$3.00
Outgoing Wire Transfer (US Only)	\$10.00
Outgoing Wire Transfer (Foreign)	\$40.00
Express Bill Payment (electronic)	\$9.95
Express Bill Payment (check)	\$14.95
Returned Deposit Item	\$7.50
Coupon Envelope	\$5.00
Traveler's Checks <i>(per purchase amount)</i>	1.75%
Gift Checks	\$2.50
Gift Card	\$2.95
Notary Services (Non-customers)	\$1.25
State Tax Levy (each)	\$25.00
Attachment Processing	\$25.00
Research (per hour, 1 hour min.)	\$25.00
Photocopies (per page)	\$0.50
Check copies (each)	\$5.00

Account Balancing Assistance <i>(per hour)</i>	\$25.00
Charge for Dormancy (per month) <i>(after 12 months of dormancy)</i>	\$3.00
Verification of Deposit/Loan	\$5.00
Foreign Check Collection Fee	\$40.00
Abandoned Property Processing	\$25.00
Online External Transfer	\$2.00
Outgoing Fee (XFER)	\$2.00
Safe Box Replacement Key	\$20.00
Safe Deposit Box Drilling Fee	\$120.00
Safe Deposit Box Annual Fee <i>(Available in our Dracut Office)</i>	\$25.00 - \$165.00
Coin Machines (non-customer)	5%

## NIGHT DEPOSITORY BAGS

Replacement Bags (each)	\$35.00
Additional Bags <i>over initial 3</i> (each)	\$35.00

## LOANS

Partial Release	\$100.00
Annual Fee (Small Business <i>(Line of Credit)</i> )	\$50.00
Annual Fee (Equity Line)	\$40.00
Construction Inspection <i>Fee (per inspection)</i>	\$75.00
Commercial Mortgage Loan Processing Fee	\$500.00
Residential & Commercial Mortgage Rate Modification <i>(min. \$100, max \$1000)</i>	1 point
Loan Processing Fee	\$550.00

## Reserve Credit/Overdraft Line of Credit Annual Fee

Commercial Accounts	\$40.00
Personal Accounts <i>(Subject to credit approval)</i>	\$25.00

*\* First 3 per month is free and this fee does not apply to Interest Rewards Checking*

# 18/65 DISCLOSURE

**Mass State 18/65 Law.** Customers 18 years of age or younger or 65 years of age or older will be entitled to one savings account and one checking account free of specified service charges. You should notify us if you or your spouse qualifies so that we may administer your account accordingly. Notwithstanding this exemption, we may assess you a reasonable charge when payment has been refused because of insufficient funds on any check drawn on such account.



# TRUTH IN SAVINGS DISCLOSURE

**Important Information about Overdraft/ NSF Fees:** Fees may apply to overdrafts created by check, in-person withdrawals, ATM withdrawals, or other electronic means. When processing items drawn on your account, our policy is to process items as they are settled with the bank. Checks are paid in check number order. ACH payments are processed in date and time order. POS Debits are processed in date and time order, but can be settled with the bank on a different day than the actual transaction - but any overdraft/ nsf fees will depend if the account had an available balance at the time of the transaction and if you opted into the bank's overdraft courtesy program.

**CASH REWARDS CHECKING** This is a non-interest bearing account. There is no monthly service charge. A yearly order of 120 "Specialty Checks" is offered at no charge. All other designs are available to be purchased at regular at the customer's expense. Using Foreign ATM's could result in additional surcharge fees. Minimum opening deposit is \$10.

**Cash Rewards:** Cash rewards are paid for signature debit card activity through your Washington Savings Bank debit card. Cash rewards are paid monthly to the primary checking account on your debit card. Each cash rewards are calculated by the type of deposit and loan relationship with the bank and only paid on signature debit card purchases. Amount paid for each debit card signature purchase is as follows: \$.07 if you have only a checking account with the bank, an additional \$.03 if you have a savings account with an automatic deposit during the month. An automatic deposit is a deposit into your account through our online banking product or directly deposited into your account through an ACH transaction. An additional \$.10 will be paid for every signature debit card transaction if you have a loan with the bank of at least \$5000.00 in outstanding balance. Cash rewards can be changed or discontinued at any time and may be withheld from the bank if the transaction(s) are considered fraudulent. Accounts aggregate according to the primary owner on accounts. For instance, for a debit card purchase to qualify for a cash reward of 10 cents per purchase, the debit card owner must be the primary owner on the checking and related savings account. Debit card purchases must be posted in the statement cycle to qualify. Cash Rewards are limited to a maximum of \$20 per month. The first three foreign ATM transactions per month do not incur the foreign ATM fee.

**Interest Rewards Checking**

**Reward Qualifications:** Per Statement Cycle for Interest Rewards Checking: Make at least 12 debit card purchases, receive monthly eStatements and make at least one ACH transaction (deposit or withdrawal). ACH transactions must be to/from a 3<sup>rd</sup> party. Debit card purchases must post and clear in the Statement cycle. The interest rate and annual percentage yield (APY) are included in the Rate Chart. Statement cycle is the calendar month, if the last day falls on a non-business day, the prior business day will be the final day of the statement cycle. Certain restrictions may apply. Domestic ATM fee refunds up to \$15 per statement cycle, max \$5 per transaction, when qualifications are met.

**Rate Information:** This is an interest bearing account. The interest rate and annual percentage yield (APY) are included in the Rate Chart. At the Bank's discretion, we may change the interest rate on this account at any time. Interest on non-cash deposits begins to accrue on the business day credit is received on the deposit. Interest will be compounded and credited to the account on a monthly cycle. If you close the before interest is credited you will not receive the accrued interest. Fees may reduce earnings. No monthly service charge.

**Balance Information:** The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily balance is based on the collected balance. There is no minimum (\$0) daily balance to obtain the disclosed annual percentage yield. No minimum balance, deposit or time requirement. All checking balances will earn higher interest stated as long as qualifications are met.

**Limitations:** You must deposit \$10.00 to open this account. Available to personal accounts only. Limit one per household, per person. Accounts should be used in an acceptable fashion to reflect income and spending transactions. Washington Savings Bank reserves the right to close any account, with reasonable notice, in which it feels, in its sole judgment, the account transactions are solely being processed to qualify for the rewards.

**Account Fees:** Domestic ATM fee refunds up to \$15 per statement cycle, max \$5 per transaction, when qualifications are met. If you do not meet the qualifications per cycle, your account will still function as a free checking account; however, it will not receive ATM refunds or the higher interest for that time period. Orders of "Basic Checks" is offered at no charge of 1 box per calendar year. All other designs and frequencies of order are available to be purchased at regular price at the customer's expense.

## RATE CHART

IF YOU RECEIVE THIS DISCLOSURE AT THE TIME YOU ARE INQUIRING ABOUT A WASHINGTON SAVINGS BANK CHECKING ACCOUNT, THE FOLLOWING INFORMATION APPLIES:

- Interest rates and Annual Percentage Yield are current as of \_\_\_\_\_.

Type	Minimum to Open	Balance Tiers	Interest Rate	APY*
Interest Rewards Checking	\$10	<b>If qualifications are met</b>		
		\$0 - \$10,000		
		\$10,000.01 - \$20,000		
		<b>If qualifications are not met</b>		
		All balances		
Saver Rewards Savings	\$10	All balances Checking account with statements required		

PLEASE SEE THE ATTACHED RATE SHEET FOR RATE INFORMATION.

Washington Savings Bank, Member DIF, Member FDIC  
11/06/2018

# TRUTH IN SAVINGS DISCLOSURE (Savings products)

Date: \_\_\_\_\_

If you received this disclosure at the time you opened an account a checkmark will appear beside the title of the account(s) you opened. The Interest Rate(s) and Annual Percentage Yield(s) are the initial rates that apply to your account(s). For current rate information call Washington Savings Bank at (978) 458-7999 or via the Internet at [www.washingtonsavings.com](http://www.washingtonsavings.com).

**FEDERAL REGULATION LIMITS THE NUMBER OF PRE-AUTHORIZED TRANSFERS/WITHDRAWALS TO NO MORE THAN 6 PER MONTH. PRE-AUTHORIZED TRANSFERS INCLUDE DEBIT CARD AS A POINT OF SALE TRANSACTION AND CHECKS FOR MONEY MARKETS ON ALL OF THE BELOW REFERENCED ACCOUNTS**

**Prize Savings**

There is no monthly service charge. This account is a Prize Linked Savings (PLS) and has a monthly \$250 drawing prize. You receive one (1) automatic entry for every \$25 balance increase measured from the statement cycle beginning balance from the statement cycle ending balance. Max entries per drawing ten (10). Please see the enclosed Saver Rewards Official Rules for full details.

**Rate Information:** The interest rate and annual percentage yield (APY) are included in the Rate Chart. At the Bank's discretion, we may change the interest rate on this account at any time. Interest on non-cash deposits begins to accrue on the business day credit is received on the deposit. Interest will be compounded and credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest. A minimum daily balance of \$0.00 to obtain the disclosed annual percentage yield.

**Balance Information:** The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily balance is based on the collected balance. Having a monthly automatic deposit into this account will allow you to earn an additional 3 cents on every signature debit card purchase in Cash Rewards Checking.

**Limitations:** You must deposit \$1.00 to open this account. For personal accounts only. You must have a Washington Savings Bank checking account with statements to open and maintain this account. Statements are required.

**Passbook Savings/ Statement Savings:**

**Rate Information:** This is an interest bearing account. The interest rate and annual percentage yield (APY) are included in the Rate Chart. The interest rate and APY may change. At the Bank's discretion, we may change the interest rate on this account at any time. Interest on non-cash deposits begins to accrue on the business day credit is received on the deposit. Interest will be compounded and credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest. **Balance Information:** The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily balance is based

on the collected balance. You must maintain a minimum daily balance of \$10.00 to obtain the disclosed annual percentage yield. **Limitations:** You must deposit \$50.00 to open this account. **Account Fees:** Each month you will be assessed a service charge of \$3.00. You may avoid this charge if you maintain, each day during the monthly cycle, a daily balance of at least \$50.00 or an accountholder is under 19 or 65 years and over of age or you maintain a checking account with the bank. Having a monthly automatic deposit into this account will allow you to earn an additional 3 cents on every signature debit card purchase in Cash Rewards Checking.

**Christmas Club Account**

**Rate Information:** This is an interest bearing account. The interest rate and annual percentage yield (APY) are included in the Rate Chart. The interest rate and APY may change. At the Bank's discretion, we may change the interest rate on this account at any time. Interest on non-cash deposits begins to accrue on the business day credit is received on the deposit. Interest will be compounded and credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest. **Balance Information:** The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily balance is based on the collected balance. You must maintain a minimum daily balance of \$10.00 to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$10.00 to open this account. **Withdrawal Restrictions:** Funds may not be withdrawn from this account during the club year. In the event that a withdrawal request is made the account must be closed. An early closure fee of \$10.00 may be assessed. **Disbursements:** Each year in October a check for all funds in the account will be mailed to the address on file at that time.

**Vacation Savings**

**Rate Information:** This is an interest bearing account. The interest rate and annual percentage yield (APY) are included in the Rate Chart. The interest rate and APY may change. At the Bank's discretion, we may change the interest rate on this account at any time. Interest on non-cash deposits begins to accrue on the business day credit is received on the deposit. Interest will be compounded and credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest. **Balance Information:** The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily balance is based on the collected balance. You must maintain a minimum daily balance of \$10.00 to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$10.00 to open this account.

**Money Market/ IRA Money Market**

This is a statement format account. **Rate Information:** This is a tiered rate interest bearing account. The interest rates and annual percentage yields (APYs) are included in the Rate Chart. The interest rates and APYs may change. At the Bank's discretion, we may change the interest rates on this account at any time. Interest on non-cash deposits begins to accrue on the business day credit is received on the deposit. Interest will be compounded and credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest. **Balance Information:** The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate

to the principal in the account each day. The daily balance is based on the collected balance. You must maintain a minimum daily balance of \$10.00 to obtain the disclosed annual percentage yield. **Limitations:** You must deposit \$10.00 to open this account. **Account Fees:** Each month you will be assessed a service charge of \$10.00. You may avoid this charge if you maintain, each day during the monthly cycle, a daily balance of at least \$2500.00.

**Reward Savings**

There is no monthly service charge.

**Rate Information:** The interest rate and annual percentage yield (APY) are included in the Rate Chart. At the Bank's discretion, we may change the interest rate on this account at any time. Interest on non-cash deposits begins to accrue on the business day credit is received on the deposit. Interest will be compounded and credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest.

**Balance Information:** The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. The daily balance is based on the collected balance. There is a minimum daily balance of \$0 to obtain the disclosed annual percentage yield. Having a monthly automatic deposit into this account will allow you to earn an additional 3 cents on every signature debit card purchase in Cash Rewards Checking.

**Limitations:** You must deposit \$10.00 to open this account. For personal accounts only. You must have a Washington Savings Bank checking account with statements to open and maintain this account. Statements are required.

**RATE CHART**

Product Name (Daily Balances)	Interest Rate	Annual Percentage Yield
<b>Reward Savings</b> \$0.00 or more	%	%
<b>Prize Savings</b> \$0.00 or more	%	%
<b>Christmas Club/ Vacation</b> \$10.00 or more	%	%
<b>Super Savings (Child)</b> \$10.00 - \$500.00 Greater than \$500.00	% %	% %
<b>Passbook Savings/ Burial Statement Savings</b> \$10.00 or more	%	%
<b>Money Market</b> Daily balance of \$10.00 - \$24,999.99 Daily balance of \$25,000 - \$49,999.99 Daily balance of \$50,000 - \$99,999.99 Daily balance of \$100,000 or more	   % % % %	   % % % %

PLEASE SEE THE ATTACHED RATE SHEET FOR RATE INFORMATION.



# TRUTH IN SAVINGS DISCLOSURE

## Certificate of Deposit (CD) Products

This disclosure applies to a

- Certificate of Deposit     Retirement Certificate of Deposit

**Fixed Rate Certificate Term:**

- 6 Month     7 Month     9 Month     10 Month  
 12 Month     18 Month     24 Month     30 Month  
 36 Month     49 Month     60 Month  
 26 Month Bump     Other \_\_\_\_\_

**IRA Fixed Rate Certificate**

- 12 Month     18 Month     24 Month     36 Month  
 48 Month     60 Month     Other: \_\_

This is a passbook format account.

**Compounding Frequency** - Continuously for terms of 9 months or more. True simple interest under 9 months.

**Crediting Frequency** - Interest will be credited to your account every month.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest

**Minimum Balance to Open/Renew Account** - Certificates require a balance of at least \$500.00.

**Minimum Balance to obtain the annual percentage yield disclosed** - Certificates require a balance of at least \$10.00.

**Daily Balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** - Interest begins to accrue on the day you deposit noncash items (for example, checks)

**Transaction Limitations:** You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest only on the crediting dates.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

If your account has an original maturity of one year or less: The fee we may impose will equal three months interest on the amount withdrawn. If your account has an original maturity of more than one year but less than 5 years: The fee we may impose will equal six months interest on the amount withdrawn. If your account has an original maturity of 5 or more years: The fee we may impose will equal twelve months interest on the amount withdrawn. In certain circumstances, such as the death

or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan. For any time deposit which earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the beginning of the term.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within a 10 calendar day grace period) or we receive written notice from you. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term except the following term specials will automatically renew at a new term, all beginning on the maturity date.

Original Term	Renewal Term
7 Month CD	6 Month CD
10 Month CD	6 Month CD
26 Month Bump CD	24 Month CD
49 Month CD	12 Month CD

The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit. You will have ten calendar days after maturity to withdraw the funds without a penalty

For the 26-Month Bump CD term only, if the bank offers a higher APY for the same term Certificate during the initial term of your CD Bump Rate Special, customer may contact the bank and request to bump (increase) the APY for the certificate through the remainder of the initial term.

Maturity Date: \_\_\_\_\_

RATE CHART

Product Name	Interest Rate	Annual Percentage Yield
<b>Fixed Rate Certificate Term:</b>		
Daily balances of \$10.00 or more	%	%

PLEASE SEE THE ATTACHED RATE SHEET FOR RATE INFORMATION.

IF YOU RECEIVE THIS DISCLOSURE AT THE TIME YOU ARE INQUIRING ABOUT A WASHINGTON SAVINGS BANK CERTIFICATE OF DEPOSIT, THE FOLLOWING INFORMATION APPLIES:

Interest rates and Annual Percentage Yield are current as of : \_\_\_\_\_

For current rate information visit [www.washingtonsavings.com](http://www.washingtonsavings.com).

IF YOU RECEIVE THIS DISCLOSURE AT THE TIME YOU ARE OPENING A WASHINGTON SAVINGS BANK CERTIFICATE OF DEPOSIT WITH US, THE FOLLOWING INFORMATION APPLIES:

The Interest Rate(s) and Annual Percentage Yield(s) are the initial rates that apply to your account(s).

A COMPLETE LIST OF FEES THAT MAY BE ASSESSED FOR SERVICE PROVIDED ARE AVAILABLE IN A SEPARATE DISCLOSURE TITLED SCHEDULE OF FEES.



Member **FDIC**  
Member **DIF**

# ELECTRONIC FUND TRANSFERS (EFTs)

## YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

### Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays. Our business hours are 9:00am to 4:00pm Monday through Wednesday, 9:00am to 6:00pm Thursday and Friday.

### Electronic Funds Transfers Initiated By Third Parties

- You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, 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 funds transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or statement savings account(s). You may call us at (978) 458-7999 to verify the transaction has occurred.
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or statement savings account(s)

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) Pay for purchase. (ii) Pay bills.
- **Electronic returned check charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see the **Limitations on Frequency of Transfers** section regarding limitations that apply to savings accounts.

### 24-Hour Online Banking System Transfers

- **types of transfers.** You may access your account(s) by enrolling in online banking at [washingtonsavings.com](http://washingtonsavings.com) to conduct transactions as follows:

- Transfer funds from Checking to Checking
- Transfer funds from Checking to Statement Savings, money market account(s)
- Transfer funds from Statement Savings, money market account(s) to Checking
- Transfer funds from Statement Savings, money market account(s)
- Make payments from Checking or Statement Savings, money market account(s) to Loan Accounts held at Washington Savings Bank
- Obtain information about:
  - checking account(s) balances
  - savings account(s) balances
  - loan account(s) balances

Please also see the **Limitations on Frequency of Transfers** section regarding limitations that apply to savings accounts.

### Your Option to Limit Cash Withdrawals

- In addition to dollar amount limitations for withdrawals using your ATM Card or MasterMoney™ Debit Card and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your ATM Card or MasterMoney™ Debit Card and/or code to \$50.00 per day or some other amount acceptable to us.

**ATM Transfers – types of transfers, dollar limitations, and charges** - You may access your account(s) by ATM using your ATM card and personal identification number or MasterMoney™ Debit Card and personal identification number to:

- Make deposits to checking account(s) or statement savings, money market account(s) with an ATM Card or MasterMoney™ Debit Card at any Washington Savings Bank ATM.

- Make cash withdrawals from checking account(s) or statement savings account(s) with an ATM Card
  - you may withdraw no more than \$505.00 per day
- Make cash withdrawals from checking account(s) or statement savings, account(s) with a MasterMoney™ Debit Card
  - you may withdraw no more than \$505.00 per day
- Make inquiries regarding the balance on your checking account(s) or statement savings account(s) with an ATM or MasterMoney™ Debit Card

There is a \$1.25 Card Activity Charge per transaction for withdrawals and inquiries made at an ATM other than Washington Savings Bank using an ATM Card or MasterMoney™ Debit Card.

Some of these services may not be available at all terminals

Please also see the **Limitations on Frequency of Transfers** section regarding limitations that apply to savings accounts.

### Types of ATM Card Point-of-Sale Transactions

- You may access your checking or statement savings to purchase goods (in person) or pay for services (in person) from participating merchants who have agreed to accept our access device.

### Point of Sale Dollar Limitations and charges

- Using your card:
  - You may not exceed \$500.00 in transactions per day
  - If your available funds are less than your daily withdrawals or purchase limits, you can only withdraw or make purchases up to the lesser amount

Some of these services may not be available at all terminals

### Types of MasterMoney™ Debit Card Point-of-Sale Transactions

- You may access your checking account(s) to purchase goods (in person, by phone or via the Internet), pay for services (in person, by phone or via the Internet) get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that can be done with a credit card (that a participating merchant will accept with a credit card).

### Point of Sale Dollar Limitations

- Using your card:
  - You may not exceed \$1500.00 in transactions per day
  - If your available funds are less than your daily withdrawal or purchase limits, you can

only withdraw or make purchases up to the lesser amount

Please also see the **Limitations on Frequency of Transfers** section regarding limitations that apply to savings accounts.

**Advisory Against Illegal Use** - You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Limitations on Frequency of Transfers.** - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a Statement Savings, or money market Account (s) to another account or to third parties by preauthorized, automatic, telephone transfer or via the Internet are limited to six per month with no more than three by debit card or similar order to third parties.

**Termination** - You may terminate the electronic fund transfer agreement by written notice to us. We may terminate the electronic fund transfer agreement by written notice to you.

### Fees

We do not charge for direct deposits to any type of account. Please refer to a separate **Schedules of Fees** for additional information

**ATM Operator/Network Fees** - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Please refer to the Bank's separate **Schedule of Fees** for other fees that may apply to your accounts

### Documentation

- **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 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 (800) 663-8316 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, Statement Savings, or money market Account. You may bring your passbook to us and we will record any electronic deposits that were made since



the last time you brought in your passbook. However, once you have accessed your account by another type of electronic fund transfer, you will receive a monthly statement from us.

#### Preauthorized Payments

- **Right to stop payment 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 is how:

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

Please refer to the Bank's separate **Schedule of Fees** for the amount we will charge you for each stop payment order you give.

- **Notice of varying amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).
- **Liability for failure to stop payment of preauthorized transfer** – If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW

(1) Any documentation provided to you, which indicates that an electronic funds 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.

(2) The initiation by you of certain electronic fund transfers from your account will 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.**

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

- (1) if, through no fault of ours, you do not have enough money in your account to make the transfer
- (2) if you have an overdraft line and the transfer would go over the credit limit.
- (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** – In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization, or agency except:

- (1) for certain routine disclosures necessary for the completion of a transfer; or
- (2) for verification of the existence and condition of your account for a credit bureau or merchant; or
- (3) to persons authorized by law in the course of their official duties; or
- (4) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- (5) pursuant to a court order or lawful subpoena; or
- (6) to a consumer reporting agency as defined in Chapter 93 of Massachusetts General Laws; or
- (7) as explained in the Bank's separate **Customer Privacy Statement**

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure occurred.

#### Unauthorized Transfers

##### (a) Consumer liability -

- **Generally.** Tell us AT ONCE if you think your card and/or code has been lost, stolen or if you believe that an electronic fund transfer has been made without your permission using information from your

check. 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 you tell us within 2 business days after your learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or 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 and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you have told us, you could lose as much as \$50. 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 a hospital stay) kept you from telling us, we will extend the time periods.

- **Additional Limits of Liability for MasterMoney™ Debit Card, when used for point-of-sale transactions.** You will not be liable for any unauthorized transactions using your MasterMoney™ Debit Card, when used for point-of-sale transactions if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, (ii) you have not reported to us two or more incidents of unauthorized use with the prior twelve-month period, and (iii) your account is in good standing. If any of these conditions are not met, your liability is the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us. "Unauthorized use" means the use of your MasterMoney™ debit card 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. This additional limitation on liability does not apply to PIN-based transactions or transactions not processed by MasterCard.

**(b) contact in 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 or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been

made using the information from your check without permission.

**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 these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

**(1) Prohibition of compulsory use.** No person may:

- require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
- 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.

**(2) 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 settlement of a dispute or action.

**(3) 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.

**(4) Suspension of obligations** – If a person agrees to accept payment by means 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.

**(5) Prohibited means of identification** – Your Social Security number cannot be used as the primary identification number although

it can be used as secondary aid to identify you.

**(6) 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.

#### **Error Resolution Notice**

In Case Of Errors or Questions About Your Electronic Transfers, Telephone or Write us at the telephone number or address listed in this brochure as soon as you can, if you think your statement, passbook or receipt is wrong or if you need more information about a transfer listed on the statement, passbook or receipt. We must hear from you no later than 60 after 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 was FIRST reflected in your passbook or statement.

- (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 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 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 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 is no error, we may impose on you a reasonable charge for making such reproductions.

#### **Overdrafts on your checking account**

The bank offers an overdraft courtesy program that you may or may not qualify. The bank cannot offer the program on your ATM/debit card unless you affirmatively opt in to the program. See the overdraft policy information in these disclosures. Fees may apply to overdrafts created by check, in-person withdrawals, ATM withdrawals, or other electronic means. When processing items drawn on your account, our policy is to process items as they are settled with the bank. Checks are paid in check number order. ACH payments are processed in date and time order. POS Debits are processed in date and time order, but can be settled with the bank on a different day than the actual transaction - but any overdraft/ nsf fees will depend if the account had an available balance at the time of the transaction and if you opted into the bank's overdraft courtesy program.

## **HOURS OF OPERATION**

### **LOWELL**

Monday	9 – 4
Tuesday	9 – 4
Wednesday	9 – 4
Thursday	9 – 6
Friday	9 – 6
Saturday	9 – 3

### **Dracut**

#### **(Lobby Hours)**

Monday	9 – 4
Tuesday	9 – 4
Wednesday	9 – 4
Thursday	9 – 6
Friday	9 – 6
Saturday	9 – 3

#### **(Drive-Thru Hours)**

Monday	8 – 4
Tuesday	8 – 4
Wednesday	8 – 4
Thursday	8 – 6
Friday	8 – 6
Saturday	9 – 3

**Lowell Office**  
30 Middlesex Street  
Lowell, MA 01852  
(978) 458-7999

- 24 hour walk up ATM
- Night Deposit Available

### **Dracut Office**

100 Broadway Road  
Dracut, MA 01826  
(978) 275-6000

- 24 hour drive up ATM
- 3 Drive-thru windows
- Night Deposit Available

### **Loan Center**

100 Broadway Road  
Dracut, MA 01826  
(978) 275-6003

[www.washingtonsavings.com](http://www.washingtonsavings.com)

E-mail us at  
[info@washingtonsavings.com](mailto:info@washingtonsavings.com)



Member **FDIC**  
Member **DIF**

(03/2018)

**FACTS****WHAT DOES WASHINGTON SAVINGS BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and income
- Account balances and payment history
- Credit history and credit score

When you are no longer our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Washington Savings Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Washington Savings Bank share?	Can you limit this sharing?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes</b> - to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	NO	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	NO	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	NO	We don't share
<b>For our affiliates to market to you</b>	NO	We don't share
<b>For nonaffiliates to market to you</b>	NO	We don't share

**Questions?**

Call (978) 458-7999 or go to [washingtonsavings.com](http://washingtonsavings.com)



**Washington**  
SAVINGS BANK  
We give you more



## Who we are

**Who is providing this notice?**

Washington Savings Bank

## What we do

**How does Washington Savings Bank protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does Washington Savings Bank collect my personal information**

We collect your personal information, for example, when you

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes - information about your credit worthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Washington Savings Bank has no affiliates

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Washington Savings Bank does not share with nonaffiliates so they can market to you

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Washington Savings Bank doesn't jointly market

## Other important information

**Washington Savings Bank's Overdraft Privilege Program and Service (OPPS!) Policy 03/2020**  
(A discretionary overdraft service)

It is the policy of Washington Savings Bank ("the Bank, we, us, or our") to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds/ overdraft (negative) balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) Payments authorized by you; C) The return, unpaid, of items deposited by you; D) The imposition of applicable service charges; or E) The deposit of items which according to the Bank's Funds Availability Policy, are treated as not yet "available" or finally paid. Please reference your deposit account contract concerning payment order of items and important definitions.

**We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds.** Rather than automatically returning, unpaid, any non-sufficient funds items you may have, if your eligible account has been open for at least thirty (30) days and thereafter you maintain your account in good standing, which includes at least: (A) Continuing to make deposits consistent with your best practices, and depositing at least \$500 or more in your account within each thirty (30) day period, (B) You are not in default on any loan obligation to the Bank, (C) You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and (D) Your account is not the subject of any legal or administrative order or levy, we will consider, without obligation on our part, approving your reasonable overdrafts. This discretionary service\* will generally be limited to a \$500 overdraft (negative) balance for eligible checking accounts. Of course, any and all fees and charges, including without limitation our non-sufficient funds/ overdraft fee (as set forth in our fee schedule) will be included in this limit.

**Types of Transactions that can Overdraft Your Account**

We do authorize and pay overdrafts for the following types of transactions: 1. Checks and other transactions made using your checking account number 2. Automatic Bill Payments

We do not authorize and pay overdrafts for the following types of transactions, effective unless you return an "opt in" form. 1. ATM Transactions 2. Everyday debit card transactions (Effective July 1, 2010 for accounts opened on or after that date, effective August 15, 2010 for accounts opened before July 1, 2010).

Transactions may not be processed in the order that they occur or appear in your statement. This is particularly true of Debit Card transactions (if you have opted in) that create a negative available balance on an account, but may not clear the account until days later. You must elect to have this feature on your account by completing an opt in form. POS Debits are processed in date and time order, but can be settled with the bank on a different day than the actual transaction - but any overdraft/ nsf fees will depend if the account had an available balance at the time of the transaction and if you opted into the bank's overdraft courtesy program.

The Bank's normal NSF / Overdraft fee applies to all overdraft items, whether they are paid by the bank or not. If you opt in to include this service on your ATM or debit card, the Bank's normal overdraft/ NSF applies to all such items, the bank does not charge for small overdrafts of \$10 or less. If you do not opt in for the service to be included on your ATM or Debit Card, you will not be charged an overdraft fee if a transaction is attempted that exceeds your available balance. The transaction will simply be declined.

**We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you.** There is also a maximum of 5 daily overdraft fees. You will be notified by mail of any non-sufficient items paid or returned greater than \$10.00 Non-sufficient/ Overdrafts funds less than \$10.00 that we pay or return will not receive an overdraft fee; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Non-Sufficient Funds and / or Overdraft (NSF/ OD) Charge(s) that you owe us shall be payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, or agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/ or Overdraft (NSF/OD) Charge(s).

Currently, there are alternative programs available for customers that incur non-sufficient funds/ overdraft fees on their checking account, such as an Overdraft Line of Credit, which requires an application and approval, and or the Overdraft Sweep, which is connected to a savings account.

**LIMITATIONS:** Available only to eligible checking accounts. All Savings Type accounts, All Money Market Accounts, and All Public Fund / Charitable Organization Accounts are not eligible. We may limit the number of accounts eligible for the Overdraft Privilege Program and \*Service (OPPS!) to one account per household.

\*The Overdraft Privilege Program and Service (OPPS!) does not constitute an actual or implied agreement between you and the Bank. Nor does it constitute an actual or implied obligation of the bank. This service represents a purely discretionary courtesy or privilege that the bank may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice, reason or cause. If you have any questions, please contact us at 1-978-458-7999.



## What you need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough sufficient available balance in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account or line of credit, which may be less expensive than our standard overdraft practices. To learn more, please ask us.

This notice explains our standard overdraft practices.

➤ **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic Bill Payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below)

- ATM Transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

➤ **What fees will I be charged if Washington Savings Bank pays my overdraft?**

Under our standard overdraft practices:

- We will charge you a fee up to **\$30** each time we pay an overdraft over \$10.00
- We do not charge a fee for paying an overdraft of \$10 or less
- There is a limit on the total fees we can charge you for overdrawing your account. We will charge only for the first five items that overdraw your account on any one day.

➤ **Please reference your deposit account contract concerning payment order of items and important definitions.**

➤ **What if I want Washington Savings Bank to authorize and pay overdrafts on my ATM and every day debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 978-458-7999 visit [washingtonsavings.com](http://washingtonsavings.com), or complete the form below and present it at a branch or mail it to: 30 Middlesex Street, Lowell, MA 01852

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\_\_\_\_\_ I do not want Washington Savings Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

\_\_\_\_\_ I want Washington Savings Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Account Numbers: \_\_\_\_\_ or  All checking accounts

# Washington Savings Bank (WSB)

## Prize Savings Prize-Linked Savings (PLS) account raffle "raffle"

### Official Rules

#### Raffle Summary:

WSB Bank will conduct a Raffle promotion featuring deposits made into certain WSB Bank consumer savings accounts. Beginning January 1, 2019 and ending on December 31, 2020 at 11:59 p.m. ET (the "Raffle Period"), individuals who are United States citizens and are 18 years of age or older, and who increase an eligible savings account available balance in increments of twenty-five dollars (\$25.00) (see additional detail, below) over the course of a monthly statement cycle will be automatically entered into a random drawing for a chance to win a \$250.00 cash prize. Details regarding Raffle terms and conditions and certain limitations regarding the number of entries that will be allowed, are found below. The Raffle winner will be determined by random drawing from all eligible entries received by the methods of entry that are described in these Official Rules. The odds of winning the Raffle are dependent on the number of eligible entries that are received. The raffle is legally known as a Prize-Linked Savings (PLS) account and authorized in Massachusetts MGL 167D 3(a) and the American Savings Promotion Act, Public Law 113-251, as defined by 12 U.S.C. 5481. The term 'savings promotion raffle' means "a contest in which the sole consideration required for a chance of winning designated prizes is obtained by the deposit of a specified amount of money in a savings account or other savings program, where each ticket or entry has an equal chance of being drawn, such contest being subject to regulations that may from time to time be promulgated by the appropriate prudential regulator (as defined in section 1002 of the Consumer Financial Protection Act of 2010 (12 U.S.C. 5481))."

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#### 1. How To Enter:

(A) Automatic Entry Method: Individuals who make Qualifying Deposits over a statement cycle period (defined and described below) in Eligible Accounts (defined and described below) so that the statement cycle end date available account ending balance is greater than the statement cycle beginning date account available balance shall automatically receive one entry for every \$25 increase in the available account balance during the statement cycle to win the Prize (also defined below). Limit ten (10) entries per eligible account per statement cycle.

"Qualifying Deposit Transactions" are defined as: deposits made at a branch, mail-in deposits, incoming wires, online transfers, ACH transfers, ATM deposits, and direct deposits. Both one-time deposits and automated deposits are also deemed to be Qualifying Deposit Transactions and, subject to the limitations discussed in these Official Rules, can generate entry into the Raffle. Only Qualifying Deposit Transactions made into the following types of accounts (collectively, "Eligible Accounts" or, if in the singular, an "Eligible Account") will be eligible: WSB Prize Savings. HOWEVER, the following will not be deemed to be an Eligible Account and, therefore, a deposit into such an account will not generate a Raffle entry: any account that is owned either individually or jointly by a person who is under the age of 18 or any type of custodial account including, without limitation, an account that has been opened and maintained for the benefit of a person who is under the age of 18 (for example, an UTMA-related or UGMA-related account), and/or any type of a non-individual account.

There is a limit of ten (10) automatic Raffle entries per account per statement cycle. The posting date of the deposit transaction (business day) will be utilized for determining the timing of the transaction. LIMIT TEN AUTOMATIC ENTRIES PER ELIGIBLE ACCOUNT.

(B) The "Automatic Entry Method", as described above, are referred to herein, and collectively, as "Entry Methods" (or, if in the singular, as an "Entry Method"). A Raffle entry that is properly made by the Entry Method in accordance with these Official Rules will be referred to herein as an "Eligible Entry" (or, if in the plural, as "Eligible Entries").

**2. Eligibility:** The Raffle will be open only to legal citizens of the United States of America who are eighteen years of age or older as of January 1, 2018. The following persons are not eligible to enter the Raffle: (a) employees of WSB Bank and its affiliates and subsidiaries, (b) any immediate family members of any such employee, whether living in the same household or not, and (c) anyone living in the same household, whether related or not. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension. All federal, state, and local laws and regulations apply. By participating, you agree to these Official Rules and to the decisions of the Sponsor (defined below), which are final and binding in all respects. VOID WHERE PROHIBITED BY LAW, RULE, REGULATION OR ORDINANCE. ONLY ENTRIES BY UNITED STATES RESIDENTS WHO ARE 18 OR OLDER MAY QUALIFY AS AN ELIGIBLE ENTRY.

**3. Prize Winner Selected by Random Drawing:** A random drawing from all Eligible Entries to determine the Raffle winner will be held on or around the 1<sup>st</sup> of the month for the subsequent monthly statement cycle. The selected finalist will be notified by email and/ or phone. If a finalist cannot be contacted after using reasonable efforts within 15 days after the winner is selected, WSB reserves the right to determine an alternate winner or not to award the Prize, in its sole discretion. WSB is not responsible for the safe arrival of any notification, confirmation thereof, or other correspondence. All entries become the property of WSB Bank and will not be acknowledged or returned. The selected finalist must also verify eligibility within 15 calendar days after notification WSB and sign and return an Affidavit of Eligibility, a Release of Liability, and a Publicity Release form (collectively the "Verifications Forms"). If the Verification Forms are not received within 15 calendar days after they are sent to the finalist, or if a finalist disclaims the Prize

award within 15 days from such date, the finalist shall be deemed to have forfeited the opportunity to participate in the Raffle and WSB reserves the right to determine an alternate winner or not to award the Prize, in its sole discretion. The winner shall be required to sign an IRS W-9 or its equivalent.

**4. Odds of Winning:** The odds of being selected the winner of the Raffle depends on the number of Eligible Entries received at the time of the aforementioned random drawing.

**5. Prize:** A Two Hundred Fifty Dollar (\$250.00) prize (the "Prize") will be awarded monthly during the Raffle Period in accordance with the results of the aforementioned random drawing. The winner of the "Prize" will be referred to in these Official Rules as the "Prize Winner". The total retail value of each monthly cycle prize is Two Hundred Fifty Dollars (\$250.00) and the total of all Prizes is Three Thousand Dollars (\$3,000.00).

**6. Prize Awarding:** The Prize will be awarded only upon Prize Winner validation and verification. No substitution, transfer, or assignment of the Prize is permitted. Any entrant who becomes the Prize Winner, including (if and as applicable) any joint owners of the account to the extent that the Eligible Entry that becomes the winning entry was received pursuant to the Automatic Entry Method: (A) grants Sponsor, and its affiliates, the right to use and publish the Prize Winner's proper name in connection with any Raffle-related promotion, without further compensation, in any advertising or publicity unless otherwise prohibited by law (B) Promises to sign and deliver any waiver, release or other document that the Sponsor may request to evidence the foregoing. By accepting the Prize, the Prize Winner agrees that WSB Bank, its affiliates, subsidiaries, and related companies, advertising and promotion agencies, and all of its officers, directors, employees, representatives and agents (collectively, the "Sponsor Entities"), are not responsible for and will be held harmless by the Prize Winner for any liability, loss, injury, or damage to person (including death) or property, due in whole or in part, directly or indirectly to possession, acceptance, use or misuse of the Prize, or participation in this promotion. No correspondence will be entered into except with the Prize Winner. All entries become the property of the Sponsor. All taxes due because of the awarding of the Prize are the sole responsibility of the Prize Winner. The prize will be paid by a deposit into the winning account.

**7. Limitation of Liability:** The Sponsor Entities do not in any way warrant or assume any responsibility or liability for the Prize or the use thereof. The Sponsor Entities are not responsible for printing or typographical errors in any Raffle-related materials; stolen, lost, late, misdirected, damaged, incomplete, or illegible entries; postage-due mail; or entries that are processed late or incorrectly or are lost due to computer, electronic malfunction or human error. Further, the Sponsor Entities are not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, or delay in operations or transmission; the theft or destruction or unauthorized access to or alterations of entry materials; or for technical, network, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information, or the destruction thereof, by the Sponsor Entities on account of technical problems, human error or any combination thereof. Further, entrants agree that the Sponsor Entities shall not bear any liability for, and that the entrants will hold the Sponsor Entities harmless regarding, any incomplete (or otherwise improperly completed), delayed or destroyed (including, in the case of on-line entries, as a result of failure of the website or technical problems or traffic congestion on the Internet), the loss, theft or acceptance, use or misuse of the Prize, or any property damage, personal injury or misfortune in any way attributable to this Raffle or the acceptance, use or misuse of the Prize (including, in the case of on-line entries, injury or damage to any telephone network or lines, on-line systems, servers, access providers, computer equipment or software) or resulting from downloading any material from any Raffle- or promotion-related Website. Further, all entrants promise to sign and deliver any waiver, release or other document that the Sponsor may request to evidence the foregoing. The Sponsor Entities reserve the right, at their sole discretion, to disqualify any individual who tampers with any entry process, and to cancel, terminate, modify or suspend the Raffle. Other restrictions may apply. By participating in this Raffle promotion, entrants agree to be bound by these Official Rules and the decisions of Sponsor, whose decisions are final. The Sponsor reserves the right to cancel, modify, or suspend the Raffle should a virus, bug, or other cause beyond the reasonable control of the Sponsor corrupt the security or proper administration of the Raffle. The Sponsor reserves the right to cancel, modify, or suspend the Raffle if fraud or technical failures compromise the integrity of Raffle as determined by the Sponsor in its sole discretion. If, by reason of a printing or other error, more prizes are claimed than the number set forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available. No more than the advertised number of prizes will be awarded. The Sponsor Entities will not have any liability whatsoever for, and all entrants shall hold the Sponsor Entities harmless with respect to, any injuries, losses or damages of any kind caused by the Prize or resulting from the acceptance, possession, use and/or misuse of the Prize or participation in the promotion or any Prize-related activities. Without limiting the generality of the foregoing, the Raffle and any Prize awarded thereunder are provided "AS IS" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages, or exclusion of implied warranties, so some of the aforementioned limitations or exclusions may not apply. Check local laws for any restrictions or conditions regarding these limitations and/or exclusions.

Any attempt to deliberately damage any website or to undermine the legitimate operation of this Raffle is a violation of criminal and civil laws and, should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

**8. Arbitration** Except where prohibited by law, as a condition of participating in this Raffle, entrants agree that (1) any and all disputes and causes of action arising out of or connected with this Raffle, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in accordance with the Federal Arbitration Act ("FAA", Title 9 of the United States Code) under the auspices of the American Arbitration Association ; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration

award may be entered in any court having jurisdiction. YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO THIS PROMOTION, THEN WITHIN THIRTY (30) DAYS FROM THE DATE OF YOUR ENTRY, YOU MAY OPT-OUT OF THIS, AND ONLY THIS, PART OF THE OFFICIAL RULES BY NOTIFYING THE SPONSOR OF SUCH OPT-OUT REQUEST BY PROVIDING WRITTEN NOTICE AND MAILING SUCH NOTICE TO: WSB BANK, 30 MIDDLESEX STREET, LOWELL MA 01852 (ATTN: RETAIL MANAGER). Any opt-out received after the thirty (30) day time period will not be valid and you must pursue your claim, if any, via arbitration pursuant to these Official Rules. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Raffle promotion), and participant further waives all rights to have damages multiplied or increased.

**9. Sponsor:** The Sponsor shall mean Washington Savings Bank, 30 Middlesex Street, Lowell MA 01852. The Sponsor's decisions regarding all Raffle-related matters shall be deemed final in all respects.

**10. Winners List:** For the identity of the Prize winner, please send a self-addressed, stamped envelope to **Washington Savings Bank, Prize Savings Raffle, 30 Middlesex Street, Lowell MA 01852**. Requests must be received by May 31, 2021.