

## **Electronic Communications Disclosure**

Please read this Electronic Communications Disclosure ("Disclosure") thoroughly. It contains important information about your legal rights. This Disclosure covers all of your accounts, products, and services with Winchester Savings Bank (collectively, "we", "us", and "our") that are either currently or in the future accessible using Online Banking (including Mobile Banking), either through a personal computer or a mobile device, our websites, or other electronic means. The words "I", "you" and "your" mean each account holder, product owner and/or service user.

Certain laws and regulations require that we deliver specific information to you in writing and you have a right to receive this information on paper. We may deliver this information to you electronically if we provide you with this Disclosure and obtain your consent to receive this information and other documents, disclosures and communications electronically. Since certain of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this Disclosure in order to use these services. At times, we may still provide disclosures and other information to you on paper but we need to know that you are willing to receive information electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed for access to this information. You may be able to obtain certain disclosures and other information on paper even if you consent to receive communications electronically. If you do not consent to receiving communications electronically, we will continue to provide your statements and other documents and disclosures on paper by U.S. mail.

**Types of eCommunications You May Receive.** You understand and agree that we may provide to you in electronic format only, such as by posting the information on our website, through e-mail (if applicable and if you have provided a valid e-mail address), or through other electronic means, any agreements, periodic account statements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "eCommunications"). Such eCommunications may include, but are not limited to:

- This Disclosure and any updates;
- The Online Banking Service Agreement, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and other communications regarding transactions you make through websites or our other electronic services;
- Disclosures, agreements, notices and other information related to the opening or initiation of an
  account, product or service including, but not limited to, account agreements, fee schedules or other
  disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act,
  Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm Leach
  Bliley Act, the Real Estate Settlement Procedures Act or other applicable federal or state laws and
  regulations ("Applicable Laws");
- Periodic, annual, monthly or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, images of cancelled checks, account inactivity, payments made or due, error notification and resolution procedures, or other statements, disclosures or notices that may be required by Applicable Laws (referred to as "eStatements");

- Any notice or disclosure regarding an account, product or service fee, such as a late fee, an overdraft fee, an over-limit fee, a fee for a draft, check or electronic debit returned for any reason, such as insufficient funds fee or a fee as a result of a stop payment order;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Notice and other privacy statements or notices (by posting such notices on our website);
- Certain tax statements or notices that we are legally required to provide to you, such as the annual IRS interest statements; and
- Certain information or forms that we request from you and ask you to submit electronically, such as signature cards, W-9s, or other agreements.

This Disclosure does not apply to any communications that we determine, in our sole discretion, that we are required to deliver in paper form under Applicable Law or that you should receive in paper rather than electronic form. Such communications will be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement. It also does not apply to "written" notices that you are required to give us under applicable law or contracts, and you must still provide these notices to us on paper.

Consent to Electronic Delivery of eCommunications; Withdrawal of Consent; Termination. By giving your consent to electronic delivery of eCommunications, you agree that we may provide eCommunications by posting them where you access your account using Online Banking. Your consent applies to any other person named on your account, product or service, subject to applicable law, and you agree that you have authority to provide consent on behalf of such other person(s).

Subject to Applicable Law, you may withdraw your consent to receive eCommunications by notifying us by telephone at (781) 729-2130 or in writing at 661 Main Street, Winchester MA 01890. Your withdrawal will be is effective only after we have had a reasonable period of time to act upon it. You will not be charged a fee for withdrawal of your consent. If you withdraw your consent, you will no longer receive eCommunications. If you withdraw your consent to this Disclosure, we may terminate your Online Banking access.

After you consent to this Disclosure, you may still receive a paper version of any eCommunications at no additional cost by contacting Deposit Operations at 781-729-2130. Requesting a paper version of any eCommunications does not constitute withdrawal of your consent to continue to receive communications electronically.

We reserve the right for any reason to terminate eCommunications and instead mail to you paper copies of account statements, documents, disclosures or other communications. We reserve the right, in our sole discretion, to discontinue the provision of eCommunications, or to change the terms and conditions on which we provide eCommunications. We will provide you with notice of any such termination or change as required by law.

**Delivery of eCommunications.** When any eCommunications, including eStatements, are available for you to view or download, an email notification will be sent to you at the email address that we have on file for you. It is your responsibility to keep your email address updated with us. In the event you need to update your email address, log into your Online Banking account and provide us with your new email address. If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any eCommunications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our website, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means. Emails that are returned as undeliverable may result in a suspension of delivery of eCommunications, in which case we will send paper copies to you through the U.S. mail at the last postal address you have provided to us.

You will not be able to access your eCommunications if Online Banking is unavailable due to scheduled or unscheduled maintenance or as a result of system outages resulting from unforeseen circumstances, such as computer failures, interruption in communication systems, and natural or other disasters. We cannot guarantee the delivery of eCommunications or assume liability for losses or damages arising from non-delivery, delay, misdelivery, or interruption of service.

Hardware and Software Requirements. To access eCommunications, you will need a computer or mobile device with internet access and browser that permits you to access PDF files (a free copy of Adobe Reader may be obtained at www.adobe.com), a compatible operating system and/or a compatible Winchester Savings Bank Mobile Banking app, and an e-mail account with an Internet service provider. To print or download eCommunications, you must have a printer connected to your device or sufficient hard-drive or other storage space to store the eCommunications. While you may be able to access and retain eCommunications using other hardware and software, we recommend that you use the latest version of the supported browsers or Mobile Banking app available and keep your security settings up to date. In certain circumstances, we may need to block certain browsers and software from accessing Online Banking and Mobile Banking due to possible security risks and may not be able to inform you in advance. Please refer to our website for a current list of browsers and operating systems compatible with our Online Banking website and Mobile Banking app.

**Certain Notices From You Are Not Covered.** Applicable Laws or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

**Retain Copies for Your Records.** We recommend that you print or download a copy of this Disclosure and all other Communications to retain for your permanent records.

## **eStatements**

Your eStatements will become available shortly after the end of each statement cycle period. You can access your eStatements when they are available by signing onto Online Banking and selecting "eStatements." You are responsible for accessing, opening and reviewing your eStatements promptly and notifying the Bank immediately if any eStatements are incomplete, unreadable or inaccessible, or if you encounter any errors or problems receiving or accessing your eStatements. If you cannot access your eStatements or equipment failure results in an email delivery error, please call us at (781) 729-2130.

You may access each eStatement that we make available to you for at least eighteen (18) months after it is first made available. If you wish to retain your statements for a longer period, you should print them or download them to your computer. You also may request from us a paper copy of your account statement or any check reflected on a statement, and we will provide a legible copy and mail it to you. Applicable service charges may apply in accordance with our Schedule of Service Charges.

If you think that the information reflected on an eStatement is wrong or you need more information about a transaction that appears on your statement, you should contact us as soon as possible to notify us of the error. To find out how to contact us and to learn about your rights and potential liability if you do not promptly notify us of errors, you may refer to your eStatement or the Understanding Your Deposit Account Disclosure by clicking on Forms and Disclosures in the Resource Center tab on www.winchestersavings.com website.